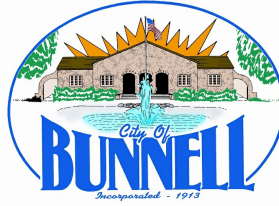


CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, February 12, 2024

7:00 PM

1769 East Moody Boulevard (GSB),
Chambers Room
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Teen Dating Violence Awareness Month

C. Consent Agenda:

C.1. Approval of Warrant

a. February 12, 2024 Warrant

C.2. Approval of Minutes

a. January 22, 2024 City Commission Meeting Minutes

**b. January 26, 2024 City Commission Workshop Minutes- Commission
Advance**

**C.3. Request approval of Amendment No 1 to Agreement #22DB-OP-04-28-02-N09
with Florida Commerce for the CDBG Hyman Circle Stormwater Drainage Project**

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak;
however, comments are limited to four (4) minutes.

E. Ordinances: (Legislative):

**E.1. Ordinance 2024-03 Requesting to change the Future Land Use Map in the
Comprehensive Plan for 2.88+/- acres of land, owned by the City of Bunnell,
located at 2400 Commerce Pkwy from "Commercial-Medium (COM-M)" to "Public**

(PUB)" Future Land Use designation. - First Reading

E.2. Ordinance 2024-04 Request to change the Official Zoning Map for 2.88 +/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy, from the "B-1, Business District" to the "P, Public District." - First Reading

E.3. Ordinance 2024-05 Amending the Capital Improvements Plan. - First Reading

F. Resolutions: (Legislative):

F.1. Resolution 2024-01 Adopting Amended Bunnell Community Redevelopment Agency (CRA) Plan

G. Old Business: None

H. New Business:

H.1. Request Approval of Contract 2024-03 with the Collage Companies for Phase 1 Restoration of the Historic Bunnell Coquina City Hall

H.2. Request Approval to Piggyback Municipal Agreements with Hawkins (Dumont) Chemicals for Bulk Chemicals

H.3. * Hearing Regarding Dangerous Dog Determination: Ryan and Nikki Pennella

I. Reports:

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**
- **Mayor and City Commissioners**

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on February 5, 2024; AMENDED February 7, 2024 Items marked with * identify amended or added items



Proclamation

WHEREAS, the City of Bunnell is committed to the well-being and protection of our youth, the safety of our communities, and to fostering a society based upon mutual respect for one another – with zero tolerance for any forms of victimization and abuse; and

WHEREAS, teen dating violence is a serious crime that can involve physical, sexual, verbal, emotional, economic, or other abusive behavior, including harassment and cyberbullying via texting, emailing, instant messaging, or posting on social media; and

WHEREAS, one in three adolescents in the United States is a victim of physical, emotional, or verbal abuse from a dating partner – a figure that far exceeds rates of other types of youth violence; one in ten high school students has been purposefully hit, slapped or physically harmed by a boyfriend or girlfriend; one in ten teens reported sexual victimization from a dating partner; and one in four teens in a relationship report their boyfriend or girlfriend isolating them from all friends and family; and

WHEREAS, young people who have been victimized by an abusive dating partner can experience serious negative effects to their physical and emotional health and are more likely to be depressed, develop low self-esteem, perform poorly in school, engage in risky behaviors such as drug and alcohol use, and contemplate or attempt suicide; and

WHEREAS, while dating violence affects teens across all races, genders, religions, nationalities, sexual orientations, and socioeconomic statuses, it disproportionately affects lesbian, gay, and bisexual youth, who experience rates of intimate partner violence that are almost twice as high as the rates for heterosexual youth; transgender youth report even higher rates of victimization and dating violence than their heterosexual peers; and

WHEREAS, parents and guardians of victims of dating abuse are often unaware of the problem: studies show that only 33 percent of teens in an abusive relationship ever told anyone about the behavior and 81 percent of parents responded either that teen dating abuse is not an issue or that they did not know whether it is an issue.

NOW, THEREFORE, we, the Bunnell City Commission do hereby proclaim the month of February 2024 as “National Teen Dating Violence Awareness Month” and applaud the efforts of the many victim service providers, law enforcement officers, prosecutors, organizations and private sector supporters for their efforts in promoting awareness about teen dating violence.

Adopted this 12th day of February 2024

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant 2/12/2024

Type

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT08322 - 02.12.24 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Advance Stores Company, Incorporated					
	01/10/2024	Advance Stores Company, In...	Battery & Fee Vehicle 1105	001-0521-521.4620	148.89
			Vendor Advance Stores Company, Incorporated Total:		148.89
Vendor: Benjamin A. Hill, Inc.					
	10/13/2023	Benjamin A. Hill, Inc.	Annual Asset Map Maintena...	001-0538-538.5230	120.00
	10/13/2023	Benjamin A. Hill, Inc.	Annual Asset Map Maintena...	001-0541-541.5230	120.00
	10/13/2023	Benjamin A. Hill, Inc.	Annual Asset Map Maintena...	401-0533-533.5230	120.00
	10/13/2023	Benjamin A. Hill, Inc.	Annual Asset Map Maintena...	404-0535-535.5230	120.00
			Vendor Benjamin A. Hill, Inc. Total:		480.00
Vendor: Blue Cross Blue Shield of Florida					
	01/18/2024	Blue Cross Blue Shield of Flor...	FCL February 2024	001-2184000	1,964.70
	01/18/2024	Blue Cross Blue Shield of Flor...	FCL February 2024	001-2184500	81.17
			Vendor Blue Cross Blue Shield of Florida Total:		2,045.87
Vendor: Boulevard Tire Center					
	01/24/2024	Boulevard Tire Center	New Tire, Wheel Balance, T...	001-0521-521.4620	318.76
	01/25/2024	Boulevard Tire Center	Firestone Tire, Mount & Bala...	001-0572-572.4620	357.04
			Vendor Boulevard Tire Center Total:		675.80
Vendor: Bunnell Auto Supply, Inc.					
	01/10/2024	Bunnell Auto Supply, Inc.	7 Pin Tractor Trailer Plug	402-0534-534.4620	15.99
	01/16/2024	Bunnell Auto Supply, Inc.	2yr warranty battery	404-0535-535.4640	306.64
	01/18/2024	Bunnell Auto Supply, Inc.	Front/Rear Wipers Unit 2006	001-0521-521.4620	59.22
	01/19/2024	Bunnell Auto Supply, Inc.	Hydraulic Fluid for Unit 502	001-0541-541.4640	280.47
	01/19/2024	Bunnell Auto Supply, Inc.	Hydraulic Fluid, Merco	402-0534-534.4620	172.46
	01/22/2024	Bunnell Auto Supply, Inc.	Reducer Sleeve, Pin Clip	001-0549-549.4620	36.44
	01/29/2024	Bunnell Auto Supply, Inc.	Hi Temp Grease, Starter Fluid...	001-0549-549.5200	123.23
	12/07/2023	Bunnell Auto Supply, Inc.	STT Pigtail, Led Adapter, 4 LE...	402-0534-534.4620	39.44
			Vendor Bunnell Auto Supply, Inc. Total:		1,033.89
Vendor: Carl Eric Johnson, Inc					
	01/08/2024	Carl Eric Johnson, Inc	Service kit	401-0533-533.4640	1,668.30
	01/08/2024	Carl Eric Johnson, Inc	Chlorine pump	401-0533-533.5264	2,007.72
	01/08/2024	Carl Eric Johnson, Inc	Ammonia pump	401-0533-533.5264	1,663.20
			Vendor Carl Eric Johnson, Inc Total:		5,339.22
Vendor: Central Hydraulics, Inc.					
	12/18/2023	Central Hydraulics, Inc.	Cylinder Repair	402-0534-534.4620	416.33
			Vendor Central Hydraulics, Inc. Total:		416.33
Vendor: Charter Communications					
	01/21/2024	Charter Communications	200 Tolman 1.26.24-2.25.24	404-0535-535.4100	222.66
	01/07/2024	Charter Communications	604 E Moody STE 6 1.10.24-2...	001-0519-519.4100	229.86
	01/07/2024	Charter Communications	405 E DRain 1.13.24-2.12.24	001-0572-572.4100	259.98
	01/07/2024	Charter Communications	1769 E Moody 1.09.24-2.08....	001-0521-521.4100	299.96
			Vendor Charter Communications Total:		1,012.46
Vendor: Colonial Life & Accident Insurance Company					
	01/04/2024	Colonial Life & Accident Insu...	Colonial Life January 2024	001-2185000	1,133.10
			Vendor Colonial Life & Accident Insurance Company Total:		1,133.10
Vendor: CPH, LLC					
	12/29/2023	CPH, LLC	Professional Services Decem...	404-0535-535.6200	49.21
			Vendor CPH, LLC Total:		49.21
Vendor: Crown Shredding LLC					
	01/26/2024	Crown Shredding LLC	Deconstructions of Records	001-0512-512.3400	35.00
			Vendor Crown Shredding LLC Total:		35.00

Expense Approval Register

Packet: APPKT08322 - 02.12.24 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Curtis Brown					
	01/30/2024	Curtis Brown	Rental DepositRefund	001-2201000	150.00
			Vendor Curtis Brown Total:		150.00
Vendor: DG Hardware, Inc.					
	01/12/2024	DG Hardware, Inc.	Tee 1/2 sxsx sch40	001-0549-549.5200	2.50
	01/19/2024	DG Hardware, Inc.	Hole Saw	401-0533-533.4640	18.35
	01/19/2024	DG Hardware, Inc.	Cable Tie 8' Black	402-0534-534.5200	7.74
	01/19/2024	DG Hardware, Inc.	Mounting Tape, Terminal Kit,...	001-0521-521.4620	37.62
	01/23/2024	DG Hardware, Inc.	Air Defuser on BTU Line Plug...	001-0541-541.4640	7.34
	01/24/2024	DG Hardware, Inc.	Fasteners	402-0534-534.4620	3.37
	11/01/2023	DG Hardware, Inc.	Trailer Connector / YellowPa...	402-0534-534.5200	33.23
	11/14/2023	DG Hardware, Inc.	Fasteners	402-0534-534.4620	26.32
			Vendor DG Hardware, Inc. Total:		136.47
Vendor: Dolphin Printing & Design, Inc.					
	12/13/2023	Dolphin Printing & Design, In...	Handbooks	001-0513-513.4700	1,182.50
			Vendor Dolphin Printing & Design, Inc. Total:		1,182.50
Vendor: Environmental Land Services of Flagler County, Inc					
	01/12/2024	Environmental Land Services...	Service for 1.05.24-1.11.24	402-0534-534.3400	4,852.45
	01/19/2024	Environmental Land Services...	Services for 1.12.24-1.18.24	402-0534-534.3400	4,181.38
	01/26/2024	Environmental Land Services...	Services for 1.1924-1.25.24	402-0534-534.3400	5,733.52
			Vendor Environmental Land Services of Flagler County, Inc Total:		14,767.35
Vendor: Expert Chemical Sales & Service LLC					
	01/12/2024	Expert Chemical Sales & Serv...	Pine-Sol	001-0572-572.5200	76.50
	01/23/2024	Expert Chemical Sales & Serv...	Center Pul Towels & Toilet Ti...	001-0572-572.5200	730.00
	11/29/2023	Expert Chemical Sales & Serv...	Trash Liners 2 Sizes, Paper T...	001-0572-572.5200	794.50
			Vendor Expert Chemical Sales & Service LLC Total:		1,601.00
Vendor: FEC ROW LLC					
	11/01/2023	FEC ROW LLC	Ground Lease Fee	001-0541-541.4400	7,902.27
			Vendor FEC ROW LLC Total:		7,902.27
Vendor: Ferguson US Holdings, Inc					
	01/15/2024	Ferguson US Holdings, Inc	Locating Material, Marking S...	001-0541-541.5200	340.15
			Vendor Ferguson US Holdings, Inc Total:		340.15
Vendor: Ferguson Waterworks #3650					
	11/06/2023	Ferguson Waterworks #3650	5/8X3/4 T10 P/C MTR R9001...	401-0533-533.5264	17,280.00
	11/06/2023	Ferguson Waterworks #3650	5/8X3/4 T10 P/C MTR R9001...	404-0535-535.5264	17,280.00
			Vendor Ferguson Waterworks #3650 Total:		34,560.00
Vendor: Flagler County Board of County Commissioners					
	10/05/2023	Flagler County Board of Coun...	Network User Fee	001-0521-521.4400	37,275.60
	12/29/2023	Flagler County Board of Coun...	December 2023 Fuel Reimbu...	001-0521-521.5210	4,329.62
			Vendor Flagler County Board of County Commissioners Total:		41,605.22
Vendor: Florida Health Care Plans, Inc.					
	02/01/2024	Florida Health Care Plans, Inc.	T66 February 2024	001-2184000	49,012.65
	02/01/2024	Florida Health Care Plans, Inc.	Retiree February 2024	001-2184500	1,692.61
	02/01/2024	Florida Health Care Plans, Inc.	T23 February 2024	001-2184000	2,617.44
			Vendor Florida Health Care Plans, Inc. Total:		53,322.70
Vendor: Florida Water & Pollution Control Operators Association					
	01/04/2024	Florida Water & Pollution Co...	Membership	401-0533-533.5400	150.00
	01/04/2024	Florida Water & Pollution Co...	Membership	404-0535-535.5400	150.00
			Vendor Florida Water & Pollution Control Operators Association Total:		300.00
Vendor: Galls Parent Holdings, LLC					
	01/16/2024	Galls Parent Holdings, LLC	Bianchi AccuMold Elite Doub...	001-0521-521.5220	441.76
	01/16/2024	Galls Parent Holdings, LLC	Campaign Cords, Hat, Nickel	001-0521-521.5220	201.55
	01/09/2024	Galls Parent Holdings, LLC	Bianchi Trouser Belt	001-0521-521.5220	61.11
			Vendor Galls Parent Holdings, LLC Total:		704.42
Vendor: Gospel Gardens					
	01/10/2024	Gospel Gardens	Lake Lucille Christmas Decora..	001-0511-511.4900	750.00

Expense Approval Register

Packet: APPKT08322 - 02.12.24 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	01/10/2024	Gospel Gardens	JB King Park Christmas Decor...	001-0572-572.6300	375.00
			Vendor Gospel Gardens Total:		1,125.00
Vendor: Granicus LLC					
	12/13/2023	Granicus LLC	NovusAGENDA 11.28.23-11....	001-0512-512.3400	3,785.60
			Vendor Granicus LLC Total:		3,785.60
Vendor: Hawkins Inc					
	01/12/2024	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	1,220.10
	01/19/2024	Hawkins Inc	WTP Chemicals	401-0533-533.5205	2,277.46
	01/29/2024	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	1,145.40
			Vendor Hawkins Inc Total:		4,642.96
Vendor: Holiday Inn Express & Suites Perry					
	01/18/2024	Holiday Inn Express & Suites ...	Sgt L.Tripp 4.9.24-4.11.24	001-0521-521.4000	231.98
			Vendor Holiday Inn Express & Suites Perry Total:		231.98
Vendor: Insight Direct USA, Inc					
	01/18/2024	Insight Direct USA, Inc	NetMotion Software	001-0521-521.5230	2,966.75
			Vendor Insight Direct USA, Inc Total:		2,966.75
Vendor: Kimberly Lacy-McClendon					
	01/10/2024	Kimberly Lacy-McClendon	Rental Deposit Refund	001-2201000	125.00
			Vendor Kimberly Lacy-McClendon	Total:	125.00
Vendor: Liberty National Life Insurance					
	02/01/2024	Liberty National Life Insurance	Global Life January 2024	001-2185000	645.49
			Vendor Liberty National Life Insurance	Total:	645.49
Vendor: Lowe's Companies, Inc					
	01/26/2024	Lowe's Companies, Inc	Coleman 100 Qt Cooler	001-0572-572.5265	113.05
			Vendor Lowe's Companies, Inc Total:		113.05
Vendor: MBI Direct Mail, Inc					
	01/12/2024	MBI Direct Mail, Inc	FB Digital Ad	001-0521-521.4800	260.00
			Vendor MBI Direct Mail, Inc Total:		260.00
Vendor: McGrath RentCorp and Subsidiaries					
	01/19/2024	McGrath RentCorp and Subsidi...	24mth lease 1.16.24-2.14.24	001-0519-519.4400	2,188.66
			Vendor McGrath RentCorp and Subsidiaries Total:		2,188.66
Vendor: McMaster-Carr Supply Company					
	01/12/2024	McMaster-Carr Supply Comp...	Replace Bolts on well 9	401-0533-533.4640	62.37
	01/12/2024	McMaster-Carr Supply Comp...	Replace Bolts on well 9	401-0533-533.5205	73.38
			Vendor McMaster-Carr Supply Company Total:		135.75
Vendor: Michael Leo Dove					
	01/13/2024	Michael Leo Dove	Services for 12.27.23-1.09.24	118-0524-524.3401	1,370.00
	01/24/2024	Michael Leo Dove	Services for 1.11.24-1.23.24	118-0524-524.3401	2,990.00
			Vendor Michael Leo Dove Total:		4,360.00
Vendor: Morris Long					
	01/11/2024	Morris Long	Reimbursement Class B Wast...	404-0535-535.5500	283.00
			Vendor Morris Long Total:		283.00
Vendor: Municipal Emergency Services, Inc					
	01/12/2024	Municipal Emergency Service...	Square Buckle, Duty Belt	001-0521-521.5220	134.40
	01/18/2024	Municipal Emergency Service...	Chaplin Hobbs Blue Polo Bad...	001-0521-521.5220	61.75
	01/18/2024	Municipal Emergency Service...	Black, Blue Cornerstone Polo...	001-0521-521.5220	94.96
	01/03/2024	Municipal Emergency Service...	Kahaki Tactical pants	001-0521-521.5220	51.00
	01/04/2024	Municipal Emergency Service...	Textrop long sleeve shirt Navy	001-0521-521.5220	116.16
	12/15/2023	Municipal Emergency Service...	22 In Tie	001-0521-521.5220	5.69
			Vendor Municipal Emergency Services, Inc Total:		463.96
Vendor: Newsom Oil Company					
	01/24/2024	Newsom Oil Company	55 gallons of AW68 Hydraulic...	402-0534-534.5200	466.92
	08/16/2023	Newsom Oil Company	Credit	402-0534-534.5200	-35.58
			Vendor Newsom Oil Company	Total:	431.34

Expense Approval Register

Packet: APPKT08322 - 02.12.24 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Palm Coast Observer, LLC					
	01/11/2024	Palm Coast Observer, LLC	Ordinance 2023-22 Jones Co...	001-0512-512.4800	208.00
	01/25/2024	Palm Coast Observer, LLC	Notice of meeting Feb 6th	001-0524-524.4800	140.00
	01/25/2024	Palm Coast Observer, LLC	Notice of meeting Feb 6th	001-0524-524.4800	140.00
	01/25/2024	Palm Coast Observer, LLC	Notice of meeting Feb 6th	001-0524-524.4800	90.00
	01/25/2024	Palm Coast Observer, LLC	Notice of meeting Feb 6th	001-0524-524.4800	80.00
Vendor Palm Coast Observer, LLC Total:					658.00
Vendor: PPLSI Legal Shield					
	01/23/2024	PPLSI Legal Shield	Legal Shield January 2024	001-2185000	280.88
Vendor PPLSI Legal Shield Total:					280.88
Vendor: Rayco Funding & Development, Inc					
	01/16/2024	Rayco Funding & Developme...	Hauling of Biosolids	404-0535-535.3400	1,757.00
	01/03/2024	Rayco Funding & Developme...	Hauling of Biosolids	404-0535-535.3400	1,575.00
Vendor Rayco Funding & Development, Inc Total:					3,332.00
Vendor: Ring Power Corporation					
	01/11/2024	Ring Power Corporation	replace bushing and bearing ...	001-0541-541.4640	2,404.02
	01/11/2024	Ring Power Corporation	remove & install cylinders	001-0541-541.4640	462.00
	01/11/2024	Ring Power Corporation	ENVIRO/MISC	001-0541-541.4640	266.26
	01/11/2024	Ring Power Corporation	new cylinder	001-0541-541.4640	937.64
Vendor Ring Power Corporation Total:					4,069.92
Vendor: RoadBotics, Inc.					
	01/29/2024	RoadBotics, Inc.	Road Pavement Mapping.	001-0541-541.3400	1,999.00
Vendor RoadBotics, Inc. Total:					1,999.00
Vendor: Rush Truck Centers of Florida Inc					
	01/04/2024	Rush Truck Centers of Florida...	Passenger side cab step R82-...	402-0534-534.4620	745.00
	11/03/2023	Rush Truck Centers of Florida...	Brake petal cover / truck 941	402-0534-534.4620	155.00
Vendor Rush Truck Centers of Florida Inc Total:					900.00
Vendor: Shane Groth					
	01/22/2024	Shane Groth	Reimbursement for Shirts	001-0521-521.5220	86.22
Vendor Shane Groth Total:					86.22
Vendor: Staples Inc					
	01/12/2024	Staples Inc	Contract Overage 12.16.23-1...	001-0512-512.3400	99.70
	01/12/2024	Staples Inc	Contract Overage 12.16.23-1...	001-0513-513.3400	76.76
	01/12/2024	Staples Inc	Contract Overage 12.16.23-1...	001-0521-521.3400	81.99
	01/12/2024	Staples Inc	Contract Overage 12.16.23-1...	001-0524-524.3400	116.12
	01/12/2024	Staples Inc	Contract overage 11.5.23-1.1...	401-0533-533.3401	7.12
	01/12/2024	Staples Inc	Contract overage 11.5.23-1.1...	404-0535-535.3400	7.12
	01/16/2024	Staples Inc	Contract Overage 1.11.24-2....	001-0521-521.3400	28.00
	01/19/2024	Staples Inc	Contract overage 12.13-23-1...	001-0513-513.3400	77.02
	11/07/2023	Staples Inc	Contract for Staples Copier	001-0512-512.5100	72.08
Vendor Staples Inc Total:					565.91
Vendor: Staples, Inc					
	01/16/2024	Staples, Inc	Paper	001-0512-512.5100	49.98
	01/05/2023	Staples, Inc	Pen Blue, Book STNO, Roll, A...	001-0513-513.5100	52.06
	01/08/2024	Staples, Inc	Black Ink	001-0521-521.5100	74.57
Vendor Staples, Inc Total:					176.61
Vendor: Terry Taylor Ford Company					
	01/08/2024	Terry Taylor Ford Company	Repair water on both front &...	001-0521-521.4620	810.00
Vendor Terry Taylor Ford Company Total:					810.00
Vendor: The Gaboton Group, LLC					
	01/31/2024	The Gaboton Group, LLC	Retainer February 2024	001-0511-511.3100	2,000.00
Vendor The Gaboton Group, LLC Total:					2,000.00
Vendor: UniFirst Corporation					
	01/10/2024	UniFirst Corporation	Uniform Rental	001-0541-541.5220	32.62
	01/10/2024	UniFirst Corporation	Uniform Rental	001-0549-549.5220	13.89
	01/10/2024	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.45
	01/10/2024	UniFirst Corporation	Uniform Rental	001-0572-572.5220	29.78

Expense Approval Register

Packet: APPKT08322 - 02.12.24 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	01/10/2024	UniFirst Corporation	Uniform Rental	401-0533-533.5220	36.73
	01/10/2024	UniFirst Corporation	Uniform Rental	402-0534-534.5220	18.77
	01/10/2024	UniFirst Corporation	Uniform Rental	404-0535-535.5220	35.81
	01/17/2024	UniFirst Corporation	Uniform Rental	001-0541-541.5220	27.08
	01/17/2024	UniFirst Corporation	Uniform Rental	001-0549-549.5220	13.78
	01/17/2024	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.46
	01/17/2024	UniFirst Corporation	Uniform Rental	001-0572-572.5220	29.57
	01/17/2024	UniFirst Corporation	Uniform Rental	401-0533-533.5220	36.44
	01/17/2024	UniFirst Corporation	Uniform Rental	402-0534-534.5220	18.62
	01/17/2024	UniFirst Corporation	Uniform Rental	404-0535-535.5220	35.52
	01/24/2024	UniFirst Corporation	Uniform Rental	001-0541-541.5220	28.17
	01/24/2024	UniFirst Corporation	Uniform Rental	001-0549-549.5220	14.99
	01/24/2024	UniFirst Corporation	Uniform Rental	001-0572-572.5200	22.76
	01/24/2024	UniFirst Corporation	Uniform Rental	001-0572-572.5220	30.70
	01/24/2024	UniFirst Corporation	Uniform Rental	401-0533-533.5220	37.50
	01/24/2024	UniFirst Corporation	Uniform Rental	402-0534-534.5220	19.78
	01/24/2024	UniFirst Corporation	Uniform Rental	404-0535-535.5220	36.58
	01/03/2024	UniFirst Corporation	Uniform Rental	001-0541-541.5220	32.62
	01/03/2024	UniFirst Corporation	Uniform Rental	001-0549-549.5220	13.89
	01/03/2024	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.45
	01/03/2024	UniFirst Corporation	Uniform Rental	001-0572-572.5220	29.78
	01/03/2024	UniFirst Corporation	Uniform Rental	401-0533-533.5220	36.73
	01/03/2024	UniFirst Corporation	Uniform Rental	402-0534-534.5220	18.77
	01/03/2024	UniFirst Corporation	Uniform Rental	404-0535-535.5220	35.81
Vendor UniFirst Corporation Total:					751.05
Vendor: Universal Engineering Sciences, Inc.					
	08/31/2023	Universal Engineering Scienc...	Professional Services August ...	001-0519-519.3100	1,500.00
Vendor Universal Engineering Sciences, Inc. Total:					1,500.00
Vendor: USAbLe Life					
	01/24/2024	USAbLe Life	USABLE Life February 2024	001-2184000	345.40
Vendor USAbLe Life Total:					345.40
Vendor: Verizon Connect Telo Inc.					
	12/01/2023	Verizon Connect Telo Inc.	Services through 12.1.23-12....	001-0541-541.4100	76.40
	12/01/2023	Verizon Connect Telo Inc.	Services through 12.1.23-12....	001-0572-572.4100	57.30
	12/01/2023	Verizon Connect Telo Inc.	Services through 12.1.23-12....	401-0533-533.4100	76.40
	12/01/2023	Verizon Connect Telo Inc.	Services through 12.1.23-12....	402-0534-534.4100	190.50
	12/01/2023	Verizon Connect Telo Inc.	Services through 12.1.23-12....	404-0535-535.4100	76.40
Vendor Verizon Connect Telo Inc. Total:					477.00
Vendor: Verizon Wireless					
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	001-0512-512.4100	80.80
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	001-0513-513.4100	40.40
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	001-0516-516.4100	45.40
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	001-0521-521.4100	1,669.00
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	001-0524-524.4100	105.04
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	001-0541-541.4100	122.85
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	001-0549-549.4100	152.94
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	001-0572-572.4100	193.76
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	118-0524-524.4100	161.60
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	401-0533-533.4100	460.72
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	402-0534-534.4100	193.34
	01/13/2024	Verizon Wireless	12.14.23-01.13.24	404-0535-535.4100	403.21
Vendor Verizon Wireless Total:					3,629.06
Vendor: Vision Service Plan					
	01/18/2024	Vision Service Plan	VSP February 2024	001-2184000	1,300.91
Vendor Vision Service Plan Total:					1,300.91
Vendor: Vose Law Firm, LLP					
	02/01/2024	Vose Law Firm, LLP	January Legal Fees 2024	001-0514-514.3102	7,000.00

Expense Approval Register

Packet: APPKT08322 - 02.12.24 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	02/01/2024	Vose Law Firm, LLP	January Legal Fees 2024	001-0524-524.3100	500.00
Vendor Vose Law Firm, LLP Total:					7,500.00
Grand Total:					221,082.35

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	148,535.52
118 - BUILDING DEPT FUND	4,521.60
401 - WATER	26,012.42
402 - SOLID WASTE	17,273.35
404 - SEWER	24,739.46
Grand Total:	221,082.35

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3100	Professional Services Ex...	2,000.00
001-0511-511.4900	Other Current Chgs & Ob...	750.00
001-0512-512.3400	Other Contracted Servic...	3,920.30
001-0512-512.4100	Communications Expense	80.80
001-0512-512.4800	Advertising	208.00
001-0512-512.5100	Office Supplies Expenses	122.06
001-0513-513.3400	Other Contract Services	153.78
001-0513-513.4100	Communications Expense	40.40
001-0513-513.4700	Printing / Binding Expen...	1,182.50
001-0513-513.5100	Office Supplies Expense	52.06
001-0514-514.3102	Legal Services	7,000.00
001-0516-516.4100	Communications Expense	45.40
001-0519-519.3100	Professional Services	1,500.00
001-0519-519.4100	Communications Expense	229.86
001-0519-519.4400	Rental/Lease	2,188.66
001-0521-521.3400	Other Contract Services	109.99
001-0521-521.4000	Travel / Per Diem	231.98
001-0521-521.4100	Communications Expense	1,968.96
001-0521-521.4400	Rental / Lease Expense	37,275.60
001-0521-521.4620	Repair / Maint - Vehicles	1,374.49
001-0521-521.4800	Advertising / Promo Exp...	260.00
001-0521-521.5100	Office Supplies Expenses	74.57
001-0521-521.5210	Fuel	4,329.62
001-0521-521.5220	Uniforms Exp	1,254.60
001-0521-521.5230	Software	2,966.75
001-0524-524.3100	Professional Services Ex...	500.00
001-0524-524.3400	Other Contract Services	116.12
001-0524-524.4100	Communications Expense	105.04
001-0524-524.4800	Advertising / Promo Exp...	450.00
001-0538-538.5230	Software	120.00
001-0541-541.3400	Other Contract Services	1,999.00
001-0541-541.4100	Communications Expense	199.25
001-0541-541.4400	Rental / Lease Expense	7,902.27
001-0541-541.4640	Equipment Repair & Mai...	4,357.73
001-0541-541.5200	Operating Supplies	340.15
001-0541-541.5220	Uniforms Exp	120.49
001-0541-541.5230	Software	120.00
001-0549-549.4100	Communications	152.94
001-0549-549.4620	Repair/Maint - Vehicles	36.44
001-0549-549.5200	Operating Supplies	125.73
001-0549-549.5220	Uniforms	56.55
001-0572-572.4100	Communications Expense	511.04
001-0572-572.4620	Repair / Maint - Vehicles	357.04
001-0572-572.5200	Operating Supplies	1,688.12
001-0572-572.5220	Uniforms Exp	119.83
001-0572-572.5265	Tools	113.05
001-0572-572.6300	Improvements - Other T...	375.00
001-2184000	Med/Health Employee Li...	55,241.10
001-2184500	Retiree Medical	1,773.78
001-2185000	125 Plans Employee Pay...	2,059.47

Account Summary

Account Number	Account Name	Expense Amount
001-2201000	Deposits Paybl - CtyHall/...	275.00
118-0524-524.3401	Bldg/Fire Inspection Exp...	4,360.00
118-0524-524.4100	Communications Expense	161.60
401-0533-533.3401	Other Contract Services	7.12
401-0533-533.4100	Communications Expense	537.12
401-0533-533.4640	Repair / Maint - Equipm...	1,749.02
401-0533-533.5205	Operating Supplies Exp -...	2,350.84
401-0533-533.5220	Uniforms Exp	147.40
401-0533-533.5230	Software	120.00
401-0533-533.5264	Small Equipment Purcha...	20,950.92
401-0533-533.5400	Memberships, Publicati...	150.00
402-0534-534.3400	Other Contract Services -...	14,767.35
402-0534-534.4100	Communications - Solid...	383.84
402-0534-534.4620	Repair/Maint Vehicles - ...	1,573.91
402-0534-534.5200	Operating Supplies	472.31
402-0534-534.5220	Uniforms - Solid Waste	75.94
404-0535-535.3400	Other Contractual Servic...	3,339.12
404-0535-535.4100	Communications	702.27
404-0535-535.4640	Repairs & Maint. - Equi...	306.64
404-0535-535.5200	Operating Supplies	2,365.50
404-0535-535.5220	Uniforms	143.72
404-0535-535.5230	Software	120.00
404-0535-535.5264	Small Equipment	17,280.00
404-0535-535.5400	Memberships, Dues & S...	150.00
404-0535-535.5500	Training	283.00
404-0535-535.6200	Buildings	49.21
Grand Total:		221,082.35

Project Account Summary

Project Account Key	Expense Amount
None	219,582.35
City Hall Design	1,500.00
Grand Total:	221,082.35



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

Attachment A

Type

Minutes

Exhibit

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, January 22, 2024

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge to the Flag.

Roll Call: Mayor Catherine Robinson; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson, Jr.; Interim Community Development Director Joe Parsons; Infrastructure Director Dustin Vost; Finance Director Kristi Moss; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Excused: Vice Mayor John Rogers

Invocation for Our Military Troops and National Leaders:

Daisy Henry led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Presentation: Honoring Mayor Catherine D. Robinson for Service to the Northeast Florida Regional Council.

Northeast Florida Regional Council Executive Officer Beth Payne read a Resolution honoring Mayor Catherine D. Robinson into the record. Mayor Robinson stated it was a pleasure working with and serving on the Northeast Florida Regional Council Board.

C. Consent Agenda:

C.1. Approval of Warrant

a. January 22, 2024 Warrant

C.2. Approval of Minutes

a. January 22, 2024 City Commission Meeting Minutes

C.3. Request Approval of Amendment to Contract 2023-01 with The Collage Companies for Phase 2 of the Bunnell Administration/Police Department Design Build Project.

C.4. Request to appoint Janice Catoggio as a regular member of the Planning, Zoning and Appeals Board to fill a vacated seat.

Motion: Approve the Consent Agenda.

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

Comments regarding items not on the agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

Robin Jones - (County Road 304) stated she did not get to reply to Commissioner Young at the January 8th meeting and read a prepared statement. *The statement read by Ms. Jones is attached to the minutes [Attachment A].*

Daisy Henry – (East Drain) asked the Commission to keep a close watch with what is going on with Carver Gym. She stated there have been several Interlocal Agreements (ILAs) drafted and another was recently released. She has great concerns about how the gym will be managed and operated. She feels the Sheriff Office will use the majority of the time the gym is open, not allowing it to be used by those in the community. Ms. Henry urged the Commission to take an active role in overseeing what is going on as the gym since the City does provide funding to the gym.

Dr. Alvin Jackson reported each time a draft is written for an ILA between the County and the School Board he is sent a draft which he forwards to City Attorney Waters to review. He is not aware of the new version.

E. Ordinances: (Legislative):

E.1. Ordinance 2024-01 Requesting the Voluntary Contraction of the City's Boundaries for 10+/- acres of property located at 100 Favoretta Road. - First Reading

Attorney Waters read the short title into the record. He advised this was a legislative Action and discussed the legal standard for legislative actions. Based on the Statute requirements, City staff does not recommend approval of the proposed Ordinance.

Motion: Deny Ordinance 2024-01 Requesting the Voluntary Contraction of the City's Boundaries for 10+/- acres of property located at 100 Favoretta Road. - First Reading

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: Commissioner Shultz stated she had read the statutes. She gave reasons why she would deny the ordinance including reduction of tax base and reduction in population that could affect opportunity to apply for federal grants. She does not want to see a domino effect where others can de-annex or people jumping back and forth between the County and the City. Mayor Robinson asked when the property was annexed into the City. Interim Community Development Director Parsons reported the property was annexed into the City in August 2021. They applied for a building permit and built a home on the property and received the Certificate of Occupancy in August 2023.

Public Discussion: None

Vote: Motion carried unanimously.

Motion was to deny the proposed ordinance; there will not be a Second Reading

E.2. Ordinance 2024-02 Requesting the Voluntary Contraction of the City's Boundaries for 5+/- acres of property located at 85 East Twin Lakes Road. - First Reading

Attorney Waters read the short title into the record. He reported this is a legislative action with a difference from the previous item being the approval of this would create an enclave. Florida Legislature has made it clear the creation or expansion of an enclave is prohibited.

Motion: Deny Ordinance 2024-02 Requesting the Voluntary Contraction of the City's Boundaries for 5+/- acres of property located at 85 East Twin Lakes Road. - First Reading

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: Mayor Robinson asked when the property was annexed into the City. Interim Community Development Director Parsons reported the property was annexed in the City in April 2021. In March of 2022, a single-family residence was built on the property though City permitting. Commissioner Schultz stated it is very clear the Florida Statute about eliminating enclaves. She requested the Commission have a discussion to go over policies regarding contractions/de-annexation requests.

Public Discussion: Joe Gallagher (Twin Lakes Rd.) stated had he known the taxes were going to be so high he would never have annexed into the City of Bunnell. He is now retired and living off his pension. The costs of maintaining the private road he lives on, and taxes do not seem right. He asked the Commission to re-visit their decisions.

Vote: Motion carried unanimously.

Motion was to deny the proposed ordinance; there will not be a Second Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request Approval of Agreement #2024-02 and Purchase Order with Data Flow Systems, LLC for Lift Station SCADA

Infrastructure Director Vost presented the item to the Board. This is one of the Master Utility Plan projects and is budgeted. This system will allow employees to have remote-controlled access to a lift station, allowing a faster response to an alarm. He advised renting this system will save costs and maintenance will be included.

Motion: Approve of Agreement #2024-02 and Purchase Order with Data Flow Systems, LLC for Lift Station SCADA

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: Mayor Robinson confirmed this was a budgeted expense. Infrastructure Director Vost stated sufficient fund were budgeted for this project.

Public Discussion: None

Vote: Motion carried unanimously

I. Reports

- **City Clerk –** Reminded all the Commission Advance is Friday, January 26th at the Stewart Marchman Center.
- **Police Chief –** None
- **City Attorney- None**
- **City Manager-** Stated he is asking two Directors to provide updates. Infrastructure Director Vost reminded all of the scheduled Cleanup Day this weekend, January 27th from 11 AM to 2 PM starting at the Versie Lee Mitchell Community Center. Finance Director Moss reported she has been working to find the best possible interest rate for the loan for the Administration and Police Department Complex Project. The City's current bank is offering favorable terms; however, the City is going to shop the market for other possible terms.
- **Mayor and City Commissioners–**
 - **Commissioner Young-** None
 - **Commissioner Schultz –** None
 - **Commissioner Gordon –** None
 - **Mayor Robinson –** expressed how much she enjoyed being part of the Northeast Florida Regional Council and the good work this organization accomplishes.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Commissioner Schultz

Seconded by: Commissioner Gordon

Vote: Motion carried unanimously.

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

*****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule*****

January 8, 2024 E.1. Ordinance 2023-22 requesting the Voluntary Contraction of the 5+/- acres 2271 CR 304 First Reading minutes needs to be corrected.

First Reading City Attorney Waters read the short title into the record. Then presented the attorney, and staff recommendation to deny the contraction because it expands an existing enclave which is prohibited by Florida Statutes.

PUBLIC DISCUSSION: NONE

I didn't get the opportunity Monday, January 8th, to reply to Commissioner Young stating that if Johnston, Strickland, Allen, & all the other farmers think they are going to start selling off their land and everyone come in to get de-annexed, it was not going to happen. He also stated he believes it is a bad precedent to bring property in, then de-annex because they don't want to pay the bill. He then proceeded in telling me he would not vote for me to contract because I had lived in the City and knew what services were provided and how high the taxes were.

I want to say Commissioner Young is 100% correct, we did live in the city Colony Park over 23 years and we did pay city taxes \$576⁴³, BUT WERE ALSO PROVIDED city street lights, police protection, water, sewer, and trash pickup, NOW WE ARE IN THE RURAL CITY with no street light, water, sewer, or garbage pickup by the city due to having the city pickup our garbage it comes with a higher cost of \$111.00 per year to have the city pick up trash once a week so we are better off having the county continue to provide us with trash pickup.

I wrongly assumed the city taxes would be prorated due to not receiving any services.

Wrong 2023 #2,691.70

It has also been left out of the official written minutes where I clearly showed where the city has already set a precedent of allowing 3 others out of the city due to financial reasons and we are not asking for anything that the others coming for contractions did not ask for and it has been approved by you commissioners to be passed.

Also left out of the official written minutes where Commissioner Schultz requested the discussion be continued so she could further look up information on this, City Attorney Waters advised not to and suggested it be denied now, which is what happened.

You as commissioners have already set a prescience by approving other property I have mentioned to be contracted and I would expect NO LESS THAN the same for us, which we were denied.



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

**BUNNELL CITY COMMISSION WORKSHOP MINUTES:
COMMISSION ADVANCE**

Friday, January 26, 2024

Commission Advance- Vince Carter Sanctuary

301 Justice Ln., Building G, Bunnell 32110

8:00 AM

A. 8:00 AM- Breakfast

B. Call Meeting to Order and Roll Call

Mayor Robinson opened the meeting at 8:53 AM and led the Pledge of Allegiance to the Flag.

Present: Mayor Catherine D. Robinson; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson; Finance Director Kristi Moss; Infrastructure Director Dustin Vost; Community Development Director Joe Parsons; City Engineer Marcu DePasquale; Chief David Brannon; City Clerk Kristen Bates; IT Senior Analyst Donnie Wines

Excused: Vice Mayor Johns Rogers

Members of Public: Justin White; Daisy Henry; Shannon Martin

C. Presentation

C.1. Welcome (City Manager)

City Manager Jackson welcomed all to the Advance and provided an overview of the day. He stressed the importance of this event and how it helps the City prepare for the upcoming year.

Note: Items C2 and C3 as published on the Agenda were swapped for order of presentation

C.3. Development Fees (Community Development)

Community Development Direct Parsons went through a presentation discussing department responsibilities, differences between the Planning and Building divisions and the creation of the Building Fund in this fiscal year.

There was discussion by all about the current fees; they are too low to cover the department costs. The City is looking at almost a 50% proposed increase in the development fees. This may not be enough to cover the costs and annual increases may need to be looked at in the future. Commission Schultz asked if a 65% increase was possible to avoid bringing the item back every year.

It was stressed these fees are not paid by the existing tax base but are fees paid by developers coming into the City with projects. In order to reduce review times, additional

staff are needed, but to hire more staff, higher fees are needed. The City analysis looked at 20 other cities.

Shannon Martin (Grand Reserve) asked how often this type of study is completed and if there was a marketing plan in place to bring in more development. Staff advised, this is the first study in on these fees in about 10 years and the City cannot create a marketing plan yet as the infrastructure needed to support development needs to be in place first. The City is working on expanding the infrastructure now, but a market plan cannot be created and implemented until the City is ready for the growth with the right infrastructure.

Daisy Henry (Drain Street) asked about bringing in more fast food places and about well projects. Staff advised we need the infrastructure in place before marketing to fast food businesses and discussed the well projects planned for this year.

C.2. Developer Question and Answer Panel

The following professionals served on the panel: Charlie Faulkner; Bob Porter; Helga Van Eckert. They were presented with questions about the development process, regulations encountered and the development in Bunnell experience.

What makes Bunnell desirable for development?

- Staff- their ability to be accommodating and approachable; being able to develop relationships with staff
- Location; connection with agriculture; amount of land available for development
- Not Palm Coast or St. Johns County who both seem to put up barriers for development

What Federal and State regulatory issues/obstacles do businesses encounter when developing?

- The time it takes to get State or Federal Permits; example given was the 404 permit for Commerce Parkway taking two years to extend and an FDOT permit taking over a year
- Costs to develop in floodplains

What challenges do developers encounter in Bunnell?

- Availability of utilities; need to stay putting utilities in place to support the businesses coming into the City
- Review times; need to reduce review times or reduce the layers of approvals required
- The Land Development Code needs more flexibility to apply across a wide range of projects
- Staff needs training on apply common sense to the codes rather than black and white applications of codes
- Need a balanced tax base; there are many exemptions applied to parcels in the City; non-residential growth needs to be at a higher growth rate than residential

What can developers do to assist municipalities with limited resources?

- Be open to public/private partnerships
- Assist with connecting the government entity with media partners to share project information; be at the podium to share project information during outreach efforts
- Help explore new revenue streams

Why are Community Develop Districts (CDDs) created and what is their role in residential development?

- CDDs are allowed by Statute as a way to finance parts of the subdivision infrastructure and amenities; they are held to the same meeting and sunshine requirements of government and must adopt budgets based on the community needs/expenses
- Buyers are advised of CDDs at closing, but often forget about them until the tax bill is received
- Eventually after a number of years, the CDD will be turned over to the residents

C.4. Police Department

Chief Brannon spoke about the changes within the Police Department over the last year. Included in the presentation was a snapshot of crime statics and the events and community activities the Bunnell Police Department had participated in. He also reviewed the progress on the Police Department Strategic Plan.

There was discussion about the City's camera system and whether the Police Department can gain access to business community cameras or even a resident's security cameras to better judge what they may be walking into for a call for service. Commissioner Schultz asked about any restrictions or regulations on JAG grants.

C.5. BREAK FOR LUNCH

C.6. City Finance Update & New Administration/PD Complex

Finance Director Moss provided a summary overview of the City's financial information and budgets. An overview of each of the City's funds was included in the presentation. The City's funds are CRA, Debt Service, Impact Fees in the General Fund, Water, Water Impact Fees, Sewer, Sewer Impact Fees, Solid Waste, Building Department and General Fund.

The City needs to start planning for Fiscal Year 2024/2025 now; there are a number of obligations the City has committed to such as increased funding to the Police Department or out of the City's control like FRS and Insurance rates. There are bills gaining traction in the legislature now which may affect the revenue coming into the General Fund like the additional homestead exemption and eliminating local business tax receipts.

An overview of the new Administration/Police Department Complex was given. The brick program suggested by Commissioner Schultz was built into the proposed landscaping and estimates for a program started. Commissioner Schultz would like to see the brick program completed with the building, not installed afterwards.

C.7. Master Utility Plan and Project Updates

Infrastructure Director Vost gave a presentation on the Master Utility Plan projects and other projects currently going on within the City.

There was discussion about using water towers to help expand service areas.

Sara Spear from the Army Corp of Engineers provided an update on the stormwater study being conducted for the City. Problems identified so far are flooding across the City, undersized culverts and failing existing structures. Once the study is completed, it will help the City with funding opportunities just like the Master Utility Plan has.

C.8. Bunnell A Look Back (City Manager)

City Manager Jackson gave a presentation about the strides the City has been making over the last several years. A comparison of the SWOT Analysis from 2018 and 2022 was shown. He commended the Commission for making sound policy decisions based on the plans and studies adopted by the City and for the difficult decisions they have faced over the

last several years while recognizing that providing the high level of services offered by the City come at a price.

An update on the Land Development Code re-write was provided; the City is taking it one chapter at a time. The status of the Flagler Playhouse rebuild was discussed.

The City Manager stated the City is getting close to being able to start Visioning workshops, but we need to be further along with having infrastructure ready.

Mayor Robinson advised she received a call from Flagler County Commissioner Pennington regarding the old Court House. The private school will be moving out after this year and the fear is the County may try to demolish the building. Commissioner Young asked if the County would sell or give it to the City. Commissioner Gordon reported the Historical Society is doing their due diligence on the condition of the building and how best the building might be used. The Mayor would like to see the City take over and manage the building. Whatever is done, a new facility assessment will be needed to see what if any issues exist with the entire structure.

D. End Session

Motion: Adjourn

Motion by: Commissioner Schultz

Seconded by: Commissioner Young

Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

*****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule*****



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 1/24/2024 Amount:
Department: Infrastructure Account #:
Subject: Request approval of Amendment No 1 to Agreement #22DB-OP-04-28-02-N09 with Florida Commerce for the CDBG Hymon Circle Stormwater Drainage Project
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Modification No. 1	Contract
Amendment Letter No.1	Exhibit

Summary/Highlights:

The City is currently under Agreement #22DB-OP-04-28-02-N09 with Florida Department of Commerce ("Commerce" formerly known as Florida Department of Economic Opportunity) Small Cities Community Development Block Grant (CDBG) program for its Hymon Stormwater Drainage Project.

The City experienced unexpected delays in the City's environmental review process and is requesting a twelve (12) month time extension and revision of the activity work plans to reflect the pace of the project more accurately.

Background:

Modifications to the agreement include the following:

Extend the Agreement:

The current agreement with Commerce has an expiration date of January 31, 2024. Commerce has granted the City's request for a 12-month extension to the agreement with an expiration date of January 31, 2025.

Other Modifications:

The Agreement is reinstated as though it has not expired if not approved by the Expiration date.

Effective July 1, 2023, all references to "Department of Economic Opportunity" are hereby

replaced with “Florida Department of Commerce” or “Commerce” as appropriate.

Paragraph (25) titled Employment Verification (E-Verify) is deleted and replaced with Sections A-C of the Modification.

Paragraph 7 titled Request for Funds of Attachment H has been amended to include county or municipality financial hardship.

To process this modifications request, Commerce requests the amendment to the agreement be digitally signed by the City Mayor.

Staff Recommendation:

Approve the Mayor to digitally sign Amendment Number One to Agreement #22DB-OP-04-28-02-N09 with Florida Commerce for the CDBG Hymon Circle Stormwater Drainage Project.

City Attorney Review:

Approve

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Reviewed for the Agenda



Modification to Subgrant Agreement

July 6, 2023

Modification Number 1 to Subgrant Agreement Between the Florida Department of Commerce Opportunity and the City of Bunnell, Florida

This Modification Number 1 is entered into by and between the State of Florida, Florida Department of Commerce, (“Commerce”), and the City of Bunnell, Florida (“the Recipient”), (each individually a “Party” and collectively the “Parties”).

WHEREAS, Commerce and the Recipient entered into **Contract Number** 22DB-OP-04-28-02-N-09, **FLAIR Contract Number** H2430, on October 26, 2021 (“the Agreement”), pursuant to which Commerce provided a subgrant in the amount of \$700,000.00 to the Recipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☐ **Revise the Activity Work Plan**

1. Attachment __, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Budget**

2. Attachment A, ____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Narrative**

3. Attachment __, Project Narrative, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

4. Attachments ____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments ____, which are attached hereto and incorporated herein by reference.



Modification to Subgrant Agreement

July 6, 2023

Recipient: City of Bunnell, Florida

Modification Number: 1

Commerce Contract Number: 22DB-OP-04-28-02-N-09

FLAIR Contract Number: H2430

☐ **Include an Unaddressed Need from the Application for Funding as Addressed Need**

5. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

☐ **Change the Participating Parties**

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.
7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☒ **Extend the Agreement**

8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

(3) Period of Agreement

This Agreement begins on August 1, 2021, (the “Effective Date”) and ends on January 31, 2025, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to Commerce in its sole discretion, and Commerce’s Deputy Secretary of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient’s control, and include a performance plan that demonstrates the Recipient’s capacity to perform and complete the remaining project tasks within the extension period. Commerce will also take into consideration the Recipient’s progress and verifiable achievements at Commerce’s sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

☒ **Other:**

9. This Agreement is hereby reinstated as though it has not expired if not approved by the Expiration date.
10. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce (“Commerce”). Effective July 1, 2023, all references to “Department of Economic Opportunity” or “Commerce” are hereby replaced with “Florida Department of Commerce” or “Commerce” as appropriate.



Modification to Subgrant Agreement

July 6, 2023

Recipient: City of Bunnell, Florida

Modification Number: 1

Commerce Contract Number: 22DB-OP-04-28-02-N-09

FLAIR Contract Number: H2430

11. Paragraph (25) titled Employment Verification (E-Verify) of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (25): Employment Verification (E-Verify)

A. Section 448.095, F.S., requires the following:

- (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

C. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Contract.

12. Paragraph 7 titled Request for Funds of Attachment H of the Subgrant Agreement is amended to include the following:

If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Recipient may elect in writing to exercise this provision.

- a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
- b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Recipient meets the criteria set forth in this paragraph, then the Recipient is deemed to have demonstrated a financial hardship.



Modification to Subgrant Agreement

July 6, 2023

Recipient: City of Bunnell, Florida

Modification Number: 1

Commerce Contract Number: 22DB-OP-04-28-02-N-09

FLAIR Contract Number: H2430

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Commerce

Recipient: City of Bunnell, Florida

By: _____

By: _____

Name: J. Alex Kelly

Name: Catherine D. Robinson

Title: Secretary

Title: Mayor

Date: _____

Date: February 12, 2024

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel
Florida Department of Commerce

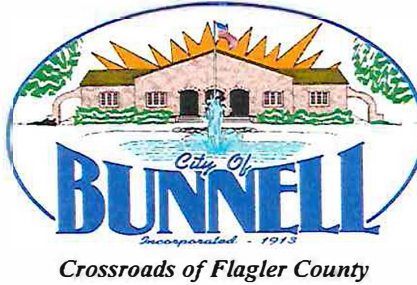
By: _____

Approved Date: _____

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

November 13, 2023

Ms. Brianna Mitchell, Gov't Operations Consultant III
Florida Commerce
107 East Madison St., MSC 400
Tallahassee, Florida 32399-6408

Re: City of Bunnell CDBG HR Grant #22DB-OP-04-28-02-N09
Amendment Number One (#1)

Dear Ms. Mitchell:

Please consider this a request for Amendment number one (#1) for the above referenced project. With this amendment, the City is requesting a twelve (12) month time extension and revising the activity work plans to reflect the pace of the project more accurately. The City has experienced unexpected delays in the City's environmental review process. Prior to submitting the environmental assessment, the City had to obtain clearance from St. Johns River Water Management District before the cleansing of the drainage ditch. The District requested additional information in order to provide their clearance to improve the storm water conveyence drainage ditch which the City is developing.

The City completed the environmental review and submitted the request for the release of funds to Florida Commerce on June 14, 2023. The City received the Release of Funds authorization from Florida Commerce on August 25, 2023.

Additionally, the City has applied for the permit from St. Johns River Water Management District to carry out construction of the project and the District has requested additional information and potential revisions from the City before issuing the permit. The City anticipates having all revisions (if needed) and additional information submitted back to the District in late November. The City anticipates having a response back from St. Johns River Water Management District in late December and submitting the plans and specifications to Florida Commerce for review and approval in early January. The City anticipates bidding on the project in late January/early February.

With this request, the City feels confident the project can be completed by the new grant ending deadline. The City appreciates the Department's consideration of this amendment. If you have any questions regarding this Amendment, please contact Mr. Fred Fox, our Grants Administrator, at (904) 810-5183.

Sincerely,

Catherine D. Robinson
City of Bunnell, Mayor



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 1/8/2024 Amount:
Department: Community Development Account #:
Subject: Ordinance 2024-03 Requesting to change the Future Land Use Map in the Comprehensive Plan for 2.88+/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy from "Commercial-Medium (COM-M)" to "Public (PUB)" Future Land Use designation. - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Organizational Excellence, Infrastructure

ATTACHMENTS:

Description	Type
Ordinance 2024-03 2400 Commerce Pkwy Future Land Use Amendment	Ordinance
Business Impact Estimate (Ord. 2024-03)	Exhibit

Summary/Highlights:

The City of Bunnell has requested a small-scale amendment to the 2035 Comprehensive Plan to amend the Future Land Use Map (FLUM) designation on a 2.88+/- acre property, owned by the City of Bunnell, from "Commercial-Medium (COM-M)" to the "Public (PUB)" Future Land Use designation.

There is a companion rezoning action (Ordinance 2024-04) to amend the official zoning map to change the zoning on the subject property from "B-1, Business District" to the "P, Public District" zoning designation.

Background:

The subject property was purchased by the City of Bunnell in July 2021. The City has been in the works of constructing a new City Administration and Police Department Complex. With the site plan nearing completion and construction preparing to start in early 2024, the last step for this Capital Improvement project would be to amend the Future Land use and Zoning to Public.

This map amendment is in accordance with FLU Objective 12, which established the Public Land Use Category. FLU Policy 12.1 describes the Public (PUB) Future Land Use designation as being intended to accommodate public and semi-public services including government administration buildings; public schools, essential public services and facilities, utilities, etc;

Furthermore, under FLU Policy 12.2, the City shall initiate a land use amendment after purchase and/or development by the government entity. The Public (PUB) land use designation is unique where it can be isolated the midst of medium to high intensity uses and still have the ability to be compatible with the surrounding area.

This proposed Future Land Use Amendment will be consistent with the Goals, Objectives, and Policies of the 2035 Comprehensive Plan.

On January 4, 2024, the Planning, Zoning and Appeals Board made a recommendation of approval to the City Commission for Ordinance 2024-03.

Staff Recommendation:

Approve Ordinance 2024-03 Request to change the Future Land Use Map in the Comprehensive Plan for the subject property from "Commercial-Medium (COM-M)" to "Public (PUB)" Future Land Use designation. - First Reading

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Reviewed for the Agenda

ORDINANCE 2024-03

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING 2.88± ACRES LOCATED AT 2400 COMMERCE PARKWAY IN THE CITY OF BUNNELL LIMITS FROM “COMMERCIAL-MEDIUM (COM-M)” TO “PUBLIC (PUB)”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SERVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Bunnell owns the property subject to this ordinance located at 2400 Commerce Parkway and which land totals approximately 2.88± acres, and can further be identified by Tax Parcel Identification 11-12-30-2260-00000-0040 assigned by the Flagler County Property Appraiser’s Office; and

WHEREAS, The City of Bunnell has initiated a small-scale amendment to the Future Land Use Map of the Future Land Use Element in the Comprehensive Plan for the subject property from “Commercial-Medium (COM-M)” to “Public (PUB)” for the subject property totaling 2.88± acres and pursuant to the controlling provisions of state law and the *Code of Ordinances of the City of Bunnell*; and

WHEREAS, the City of Bunnell’s Planning, Zoning and Appeals Board, as the City’s local planning agency, held a public hearing on January 4, 2024 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommend approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as petitioned by the City; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small-scale amendments, and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City of staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the City of Bunnell 2035 *Comprehensive Plan* pertaining to the subject property as well as the recitals (whereas clauses) to this Ordinance.

(b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c) This Ordinance is internally consistent with the goals, objectives, and policies of the City of Bunnell 2035 *Comprehensive Plan*.

(d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

(a) The Future Land Use Element of the City of Bunnell 2035 *Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the "Public (PUB)" land use designation from the "Commercial-Medium (COM-M)" land use designation to the real property which is the subject of this Ordinance as set forth herein.

(b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

LEGAL DESCRIPTION: LOT 4, FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 36 AND 37, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TAX PARCEL IDENTIFICATION NUMBER: 11-12-30-2260-00000-0040

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing amendments to the 2035 *Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, it shall not be held or impair the validity of the ordinance or effect of any other action or part of this Ordinance.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell *2035 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land use Map of the City.

Section 8. Effective Date.

The small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with the controlling State law.

First Reading: approved on this 12th day of February, 2024.

Second Reading/Final Reading: adopted on this _____ day of _____ 2024.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

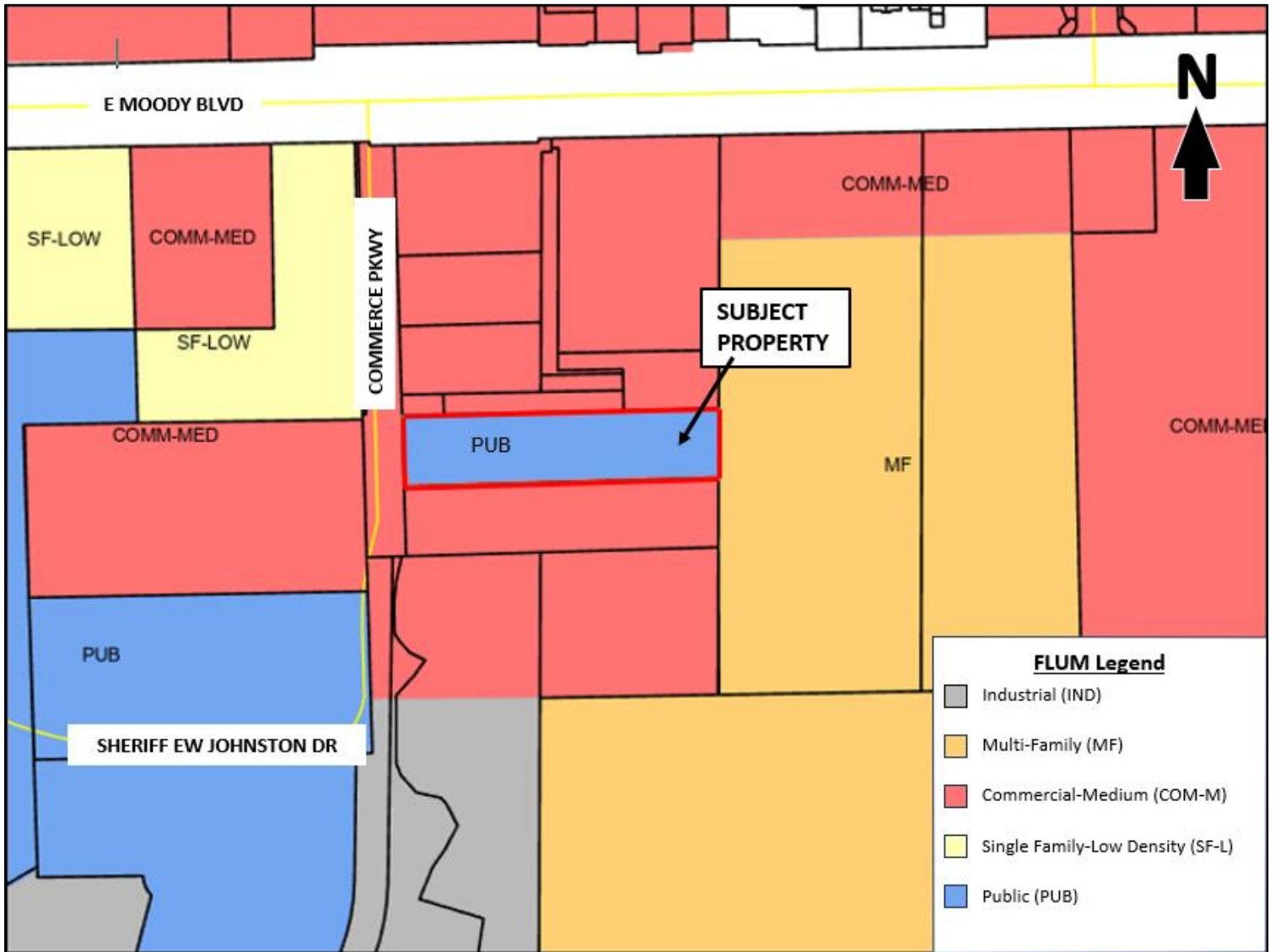
Vose Law Firm, City Attorney

Attest:

Seal:

Kristen Bates, CMC, City Clerk

Exhibit "A"
Amended Future Land Use Map



Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Bunnell has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Bunnell may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

ORDINANCE 2024-03

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING 2.88± ACRES LOCATED AT 2400 COMMERCE PARKWAY IN THE CITY OF BUNNELL LIMITS FROM “COMMERCIAL-MEDIUM (COM-M)” TO “PUBLIC (PUB)”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SERVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - ☒ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Bunnell hereby publishes the following information:

1. **A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This is an Ordinance to amend the Future Land Use designation for City-owned property to the Public Future Land Use designation.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

- (b) **Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

- (c) **An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

3. **A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

4. **Additional information the governing body determines may be useful (if any):**

Note: The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.



City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 1/8/2024 Amount:
Department: Community Development Account #:
Subject: Ordinance 2024-04 Request to change the Official Zoning Map for 2.88 +/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy, from the "B-1, Business District" to the "P, Public District." - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Organizational Excellence

ATTACHMENTS:

Description	Type
Ordinance 2024-04 2400 Commerce Pkwy Rezoning	Ordinance
Business Impact Estimate (Ord. 2024-04)	Exhibit

Summary/Highlights:

The City of Bunnell has requested the rezoning of a 2.88+/- acre parcel, owned by the City of Bunnell, from the "B-1, Business District" to the "P, Public District" zoning designation.

There is a companion small-scale Future Land Use amendment request (Ordinance 2024-04) to amend the Future Land Use Map (FLUM) of the 2035 Comprehensive Plan from "Commercial-Medium (COM-M)" to "Public (PUB)" land use designation.

In accordance with local notification requirements, letters providing the notice of First Reading were mailed out on January 22, 2024, to adjacent property owners within 300 feet of the subject property within the City of Bunnell limits. Signs providing information of the public hearing were posted on the property on January 22, 2024.

Background:

The subject property was purchased by the City of Bunnell in July 2021. The City has been in the works of constructing a new City Administration and Police Department Complex. With the site plan nearing completion and construction preparing to start in early 2024, the last step for this Capital Improvement project would be to amend the Future Land Use and Zoning to a Public designation.

The subject property is currently zoned as "B-1, Business District". This is currently the City's most intensive commercial zoning intended for mostly medium intensity uses including, but not limited to,

restaurants, service establishments, retail stores, and car dealerships. This zoning is currently compatible with the current Future Land Use designation of Commercial-Medium.

The proposed zoning classification is the "P, Public District". The uses within this zoning district are restricted to those necessary or essential to the administration and operation of the City or County, including but not limited to, City Hall, County courthouse, and municipal utility facilities. The area regulations pertinent to this zoning are to be equal or similar to the adjacent districts with similar permissible uses and intensity to the proposed use within the Public District.

This proposed rezoning is in accordance with FLU Policy 12.2 which states the City shall initiate a land use amendment after purchase and/or development by the government entity. The companion Future Land Use amendment request is in compliance with this policy and per Section 163.3194(1)(b), Florida Statutes, this rezoning will be compliant with the proposed companion Future Land Use amendment.

This proposed rezoning is consistent with the Goals, Objectives, and Policies of the 2035 Comprehensive Plan and with the City's Land Development Code.

On January 4, 2024, the Planning, Zoning and Appeals Board made a recommendation of approval for Ordinance 2024-04.

Staff Recommendation:

Approve Ordinance 2024-04 Request to rezone the subject property from the B-1, Business District to the P, Public District. - First Reading

City Attorney Review:

Approve

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Reviewed for the Agenda

ORDINANCE 2024-04

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY CONTAINING 2.88± ACRES LOCATED AT 2400 COMMERCE PARKWAY IN THE CITY OF BUNNELL LIMITS FROM “B-1, BUSINESS DISTRICT” TO “P, PUBLIC DISTRICT”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Bunnell owns the property subject to this ordinance located at 2400 Commerce Parkway and which land totals approximately 2.88± acres, and can further be identified by Tax Parcel Identification 11-12-30-2260-00000-0040 assigned by the Flagler County Property Appraiser’s Office; and

WHEREAS, The City of Bunnell has initiated the rezoning of the subject property, totaling 2.88± acres located at 2400 Commerce Parkway, to the “P, Public District” zoning classification from the existing “B-1, Business District” zoning classification, pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*; and

WHEREAS, the City’s Community Development Department has conducted a thorough review and analysis of the general planning and land development issues should the subject rezoning be approved and has otherwise reviewed and evaluated the rezoning to determine whether it comports with sound and generally accepted land use planning practices and principles as well as whether the rezoning is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on January 4, 2024 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board, and the City Commission have determined that the proposed rezoning of the subject property as set forth in this ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State and local law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.

(b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance, the following described property, as depicted in Exhibit "A" attached to this Ordinance, and totaling 2.88± acres in size, shall be rezoned to the "P, Public District" zoning classification from the existing "B-1, Business District" zoning classification;

LEGAL DESCRIPTION: LOT 4, FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 36 AND 37, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TAX PARCEL IDENTIFICATION NUMBER: 11-12-30-2260-00000-0040

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this ordinance not otherwise to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *Code of Ordinances of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date.

This Ordinance shall take effect upon the effective date of Ordinance 2024-03

First Reading: approved on this 12th day of February, 2024

Second Reading/Final Reading: adopted on this _____ day of _____ 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

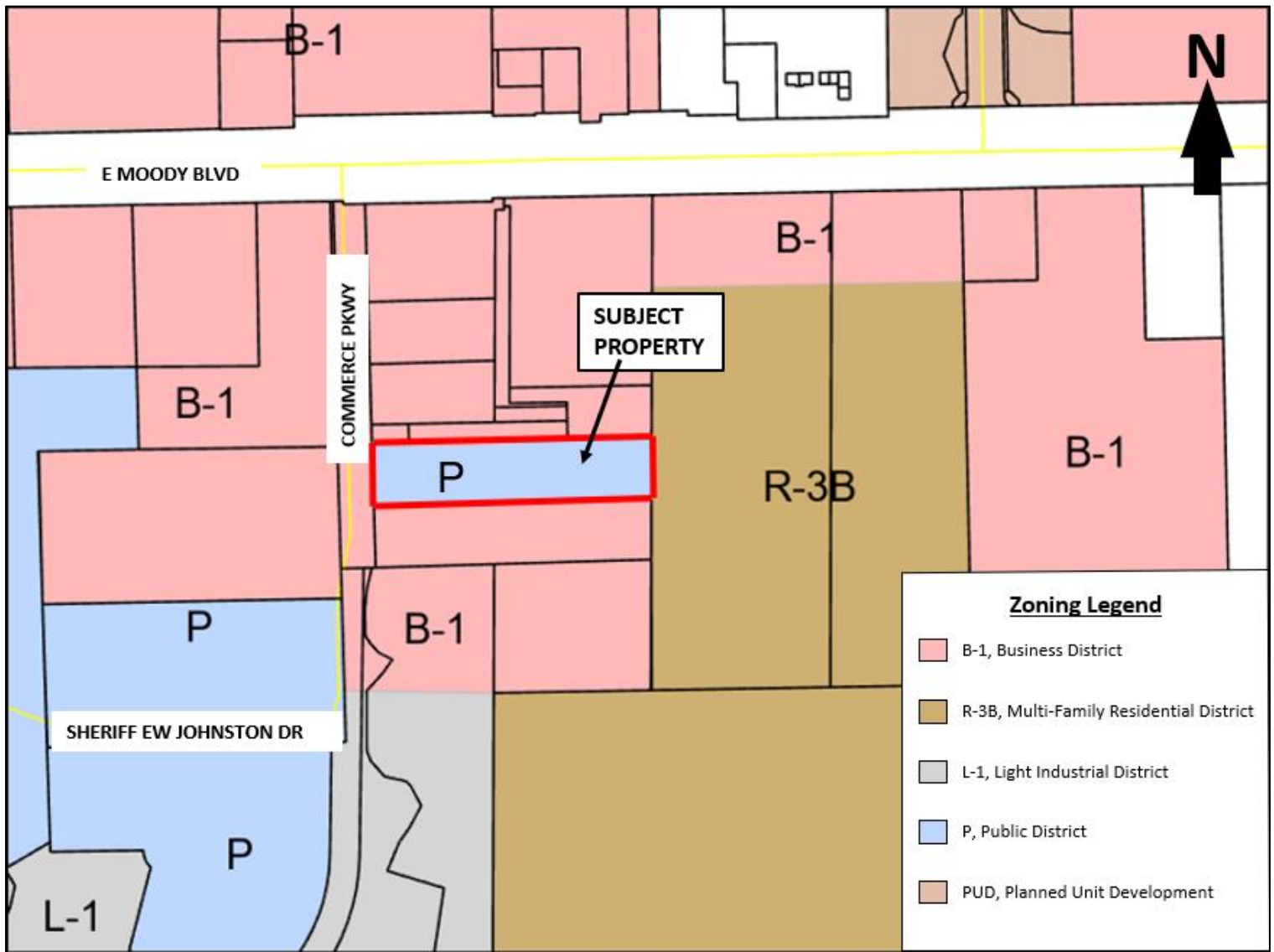
Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Seal: _____
Kristen Bates, CMC, City Clerk

Exhibit "A"
Amended Zoning Map



Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Bunnell has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Bunnell may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

ORDINANCE 2024-04

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY CONTAINING 2.88± ACRES LOCATED AT 2400 COMMERCE PARKWAY IN THE CITY OF BUNNELL LIMITS FROM “B-1, BUSINESS DISTRICT” TO “P, PUBLIC DISTRICT”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - ☒ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Bunnell hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This is an ordinance to rezone property that is owned by the City of Bunnell to the Public Zoning District.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

--

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

--

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

--

- 3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

--

- 4. Additional information the governing body determines may be useful (if any):**

--

Note: The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.



City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 1/8/2024 Amount:
Department: Community Development Account #:
Subject: Ordinance 2024-05 Amending the Capital Improvements Plan. - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Financial Stability/Sustainability

ATTACHMENTS:

Description	Type
Ordinance 2024-05 Capital Improvements Plan Amendment	Ordinance
Ordinance Exhibit "A" - CIP Schedule of Improvements	Exhibit
Ordinance Exhibit "B" - FCSD 5-Year District Facilities Work Plan	Exhibit
Ordinance Exhibit "C" - FCSD 5-Year Capital Improvements Plan	Exhibit
Business Impact Estimate (Ord. 2024-05)	Exhibit

Summary/Highlights:

This is a request to amend the City's Schedule of Improvements (SCI) in the Capital Improvement Element of the 2035 Comprehensive Plan.

Background:

This is the annual update of the Capital Improvement Element Schedule of the City of Bunnell 2035 Comprehensive Plan.

From Florida Statutes:

163.3177(3)(b), Florida Statutes, the City of Bunnell is required to review and amend its 5-Year Schedule of Capital Improvements on an annual basis. Amendments shall be based on capital outlay required to meet existing deficiencies and to maintain the adopted level of service standards planned for public facilities as identified and adopted within the Capital Improvements Element of the City of Bunnell's 2035 Comprehensive Plan.

Per CIE Policy 1.1.3 of the Capital Improvements Element of the 2035 Comprehensive Plan, a capital improvement shall be defined as a project or study that is self-contained, has a useful life of at least 10 years, and involves a cost of at least \$10,000.00.

The proposed ordinance updates the 5-year schedule for capital improvements, facility analysis

and capital construction expenditures for the City and the Flagler County School District from FY23/24 through FY27/28 as defined in the 2035 Comprehensive Plan.

On January 4, 2024, the Planning, Zoning and Appeals Board made a recommendation of approval to the City Commission for Ordinance 2024-05.

Staff Recommendation:

Approve Ordinance 2024-05 Amending the Capital Improvements Plan - First Reading.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Reviewed for the Agenda

ORDINANCE 2024-05

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2035 COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163.3177 F.S.; PROVIDING FOR FINDINGS OF CONSISTENCY; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Bunnell is authorized to amend the Capital Improvements Element of the City of Bunnell Comprehensive Plan in the manner set forth herein; and

WHEREAS, the City provided legal notice in accordance with Chapter 166.041(3)(c) F.S. and the City of Bunnell Land Development Code; and

WHEREAS, The Flagler County School District 2023-2024 5-Year District Facilities Work Plan and 2023-2024 5-Year Capital Improvements Plan are attached as exhibits to this Ordinance and are hereby fully incorporated into the Schedule of Improvements (SCI) indicated in Exhibit "A"; and

WHEREAS, The Planning, Zoning and Appeals Board recommend approval of the amendment at the January 4th, 2024 meeting; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text and ~~striketrough~~ type shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF BUNNELL:

Section 1. FINDINGS.

Pursuant to 163.3177(3)(b) F.S. the capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

Section 2. CITY OF BUNNELL COMPREHENSIVE PLAN AMENDMENT.

The Capital Improvements Element of the City of Bunnell Comprehensive Plan shall be amended as indicated in Exhibit "A".

Section 3. FLAGLER COUNTY SCHOOL DISTRICT.

The 2023-2024 5-Year District Facilities Work Plan for the Flagler County School District is indicated in Exhibit "B". The 2023-2024 5-Year Capital Improvements Plan for the Flagler County School District is indicated in Exhibit "C". Both Plans are hereby

incorporated into the City of Bunnell Schedule of Improvements (SCI) in the Capital Improvements Element of the 2035 Comprehensive Plan.

Section 4. CONFLICTING PROVISIONS.

All conflicting Ordinances and Resolutions, or parts thereof in conflict with this Ordinance, are hereby superseded by this Ordinance to the extent of such conflicts.

Section 5. SEVERABILITY AND APPLICABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provisions thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

Section 6. EFFECTIVE DATE.

This Ordinance shall become effective upon its final adoption.

First Reading: approved on this 12th day of February 2024.

Second Reading: adopted on this _____ day of _____ 2024.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Seal:

Kristen Bates, City Clerk, CMC

EXHIBIT A

EXHIBIT B

EXHIBIT C

Exhibit “A”

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element
Annual CIP Schedule Amendment Adopted with Ordinance 2024-XX

Schedule of Capital Improvements, FY2023-2028

	Policy/ Plan Implementation	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Proposed funding in:
Infrastructure							
Water System CIP	Infrastructure Element Policy 4.1.4	\$392,341 <u>\$92,341</u>	\$98,796 <u>\$498,796</u>	\$97,568 <u>\$147,568</u>	\$146,352 <u>\$196,352</u>	<u>\$0</u>	Enterprise Fund
Water System R&R	Infrastructure Element Policy 4.1.4	\$0	\$0	\$0	\$0	<u>\$0</u>	Enterprise Fund
Water Treatment Plant CIP	Infrastructure Element Policy 4.1.4	\$100,00 <u>\$695,000</u>	\$0 <u>\$30,000</u>	\$0	\$0	<u>\$30,000</u>	Enterprise Fund
Water Treatment Plant CIP <u>Brackish Water RO Project</u>	Infrastructure Element Policy 4.1.4	\$500,000 <u>\$1,000,000</u>	\$0 <u>\$3,000,000</u>	\$0 <u>\$500,000</u>	\$0	<u>\$0</u>	REDI Grant <u>Legislative Appropriations LPA0481</u>
Sewer System CIP	Infrastructure Element Policy 1.1.8	\$656,000 <u>\$238,000</u>	\$20,000 <u>\$190,000</u>	\$0 <u>\$50,000</u>	\$0 <u>\$50,000</u>	<u>\$0</u>	Enterprise Fund
Sewer System CIP	Infrastructure Element Policy 1.1.8	\$0	\$500,000	\$0	\$0	<u>\$0</u>	REDI & HMGP Grant
<u>Sewer System CIP</u>	Infrastructure Element Policy 1.1.8	<u>\$0</u>	<u>\$548,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>Legislative Appropriations</u>
Subtotal (this page)		\$2,025,341	\$4,766,796	\$697,568	\$246,352	\$30,000	

Exhibit “A”

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element
Annual CIP Schedule Amendment Adopted with Ordinance 2024-XX

Schedule of Capital Improvements, FY2023-2028

	Policy/ Plan Implementation	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Proposed funding in:
Sewer Collection System R&R	Infrastructure Element Policy 1.1.8	\$0	\$0	\$0	\$0	<u>\$0</u>	Enterprise Fund
Wastewater Treatment Plant CIP	Infrastructure Element Policy 1.1.8	\$4,432,000 <u>\$6,648,000</u>	\$0 <u>\$4,432,000</u>	\$0	\$0	<u>\$0</u>	Enterprise Fund
Wastewater Treatment Plant CIP	Infrastructure Element Policy 1.1.8	\$10,392,022 <u>\$5,664,009</u>	\$0 <u>\$8,496,013</u>	\$0	\$0	<u>\$0</u>	SRF <u>Loan</u> / <u>State Grant</u> / <u>ACOE</u> / <u>SJRWMD</u>
<u>Wastewater Treatment Plant CIP</u>	<u>Infrastructure Element Policy 1.1.8</u>	<u>\$4,248,000</u>	<u>\$2,832,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>FL State Grant</u>
<u>Wastewater Treatment Plant CIP</u>	<u>Infrastructure Element Policy 1.1.8</u>	<u>\$1,248,636</u>	<u>\$3,000,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>USACOE Grant</u>
<u>Wastewater Treatment Plant CIP</u>	<u>Infrastructure Element Polic 1.1.8</u>	<u>\$199,408</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>SJRWMD Cost Share</u>
Reclaim Water Line CIP	Infrastructure Element Policy 1.2.10	\$0	\$800,400 <u>\$0</u>	\$4,535,600 <u>\$800,400</u>	\$0 <u>\$4,535,600</u>	<u>\$0</u>	Enterprise Fund
Subtotal (this page)		\$18,008,053	\$19,060,013	\$800,400	\$4,535,600	<u>\$0</u>	

Exhibit “A”

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element
Annual CIP Schedule Amendment Adopted with Ordinance 2024-XX

Schedule of Capital Improvements, FY2023-2028

	Policy/ Plan Implementation	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Proposed funding in:
Reclaim Water Line CIP	Infrastructure Element Policy 1.2.10	\$0	\$640,320 \$0	\$3,628,480 \$640,320	\$0 \$3,628,480	\$0	USDA / SRF
Stormwater CIP	Infrastructure Element Policy 3.1.1	\$0 \$115,000	\$0	\$0	\$0	\$0	General Fund
Stormwater Drainage R&R Hymon Project	Infrastructure Element Policy 3.1.3	\$0 \$50,000	\$0	\$0	\$0	\$0	General Fund
Stormwater Drainage R&R Hymon Project	Infrastructure Element Policy 3.1.3	\$0 \$688,000	\$0	\$0	\$0	\$0	CDBG
Street Paving/Resurfacing	Traffic Circulation Element Policy 1.1.1	\$650,000 \$0	\$500,000 \$0	\$500,000 \$650,000	\$500,000	\$500,000	General Fund
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$600,000 \$250,000	\$200,000 \$250,000	\$0	\$0	\$0	General Fund
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$200,000 \$279,315	\$1,250,000 \$279,315	\$300,000 \$0	\$0	\$0	Impact Fees for Sewer Infrastructure Construction
Subtotal (this page)		\$1,353,000	\$529,315	\$1,819,635	\$4,128,480	\$500,000	

Exhibit “A”

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element
Annual CIP Schedule Amendment Adopted with Ordinance 2024-XX

Schedule of Capital Improvements, FY2023-2028

	Policy/ Plan Implementation	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Proposed funding in:
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$200,000 <u>\$599,000</u>	\$1,250,000 <u>\$599,000</u>	\$300,000 <u>\$0</u>	\$0	<u>\$0</u>	Impact Fees for Water Infrastructure Construction
Fiber Optic CIP	N/A	\$30,000	\$30,000	\$30,000	\$0 <u>\$30,000</u>	<u>\$0</u>	General Fund
<u>Video Surveillance & ALPR Cameras CIP</u>	<u>N/A</u>	<u>\$70,000</u>	<u>\$70,000</u>	<u>\$70,000</u>	<u>\$70,000</u>	<u>\$0</u>	<u>General Fund</u>
Parks and Recreation							
JB King Concession Stand Upgrade	ROS Objective 1.1 Level of Service Standards for Parks	\$0 <u>\$14,000</u>	\$0	\$0	\$0	<u>\$0</u>	General Fund
City Facility/Buildings							
Design Build – New City Hall	N/A	\$542,654 <u>\$186,828</u>	\$0	\$0	\$0	<u>\$0</u>	General Fund
Build New City Hall – 2400 Commerce Parkway	N/A	\$3,949,222 <u>\$4,939,459</u>	\$3,949,222 <u>\$4,939,459</u>	\$0	\$0	<u>\$0</u>	General Fund
Subtotal (this page)		\$5,839,287	\$5,638,459	\$100,000	\$100,000	\$0	

Exhibit “A”

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element
Annual CIP Schedule Amendment Adopted with Ordinance 2024-XX

Schedule of Capital Improvements, FY2023-2028

	Policy/ Plan Implementation	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Proposed funding in:
Historic Coquina Hall Reconstruction Phase 1	FLU Goal 3 Historic Resources	\$0 <u>\$500,000</u>	\$0	\$0	\$0	\$0	Special Category Grant
Historic Coquina Hall Reconstruction Phase 2	FLU Goal 3 Historic Resources	<u>\$100,000</u>	<u>\$770,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>FY23/24 Appropriations</u>
Public Schools							
<u>23/24 5-year District Plan for New Construction/Major Projects (Attached as Exhibit “C”)</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>23/24 5-Year District Facilities Work Plan (Attached as Exhibit “B”)</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Grand Total of Improvements		\$26,656,158 <u>\$27,825,681</u>	\$9,238,738 <u>\$30,764,583</u>	\$9,592,876 <u>\$3,417,603</u>	\$646,352 <u>\$9,010,432</u>	<u>\$530,000</u>	

FLAGLER COUNTY SCHOOL DISTRICT

2023 - 2024 Work Plan

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.

If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.

If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	Five Year Total
Total Revenues	\$28,202,750	\$10,993,805	\$8,135,681	\$8,178,395	\$8,221,963	\$63,732,594
Total Project Costs	\$28,202,750	\$10,993,805	\$8,135,681	\$8,178,395	\$8,221,963	\$63,732,594
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District

FLAGLER COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item		2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
HVAC		\$1,035,000	\$1,035,000	\$1,035,000	\$1,035,000	\$1,035,000	\$5,175,000
Locations:	ADULT EDUCATION - A1A CENTER, ADULT EDUCATION/CORPORATE ONE, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Flooring		\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$350,000
Locations:	ADULT EDUCATION - A1A CENTER, ADULT EDUCATION/CORPORATE ONE, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Roofing		\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
Locations:	ADULT EDUCATION - A1A CENTER, ADULT EDUCATION/CORPORATE ONE, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Safety to Life		\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$1,800,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Fencing		\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Parking		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Electrical		\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$1,350,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Fire Alarm		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Telephone/Intercom System		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						

Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Maintenance/Repair	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,000,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Sub Total:	\$2,590,000	\$2,590,000	\$2,590,000	\$2,590,000	\$2,590,000	\$12,950,000

PECO Maintenance Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
1.50 Mill Sub Total:	\$7,850,000	\$7,900,000	\$7,900,000	\$7,900,000	\$7,900,000	\$39,450,000

Other Items	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
Program Driven Remodel	\$240,000	\$240,000	\$240,000	\$240,000	\$240,000	\$1,200,000
Locations:	ADULT EDUCATION - A1A CENTER, ADULT EDUCATION/CORPORATE ONE, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Preventative Maintenance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations:	ADULT EDUCATION - A1A CENTER, ADULT EDUCATION/CORPORATE ONE, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Plumbing	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Food Service	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Civil / Mulch for playgrounds	\$385,000	\$385,000	\$385,000	\$385,000	\$385,000	\$1,925,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Concrete	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					

Outsourced Maintenance Contracts		\$600,000	\$650,000	\$650,000	\$650,000	\$650,000	\$3,200,000
Locations	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Equipment (Vehicles/Mowers/Trailers)		\$260,000	\$260,000	\$260,000	\$260,000	\$260,000	\$1,300,000
Locations	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Doors, Locks, Signs, Keys, Hardware		\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$800,000
Locations	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
General Maintenance per Florida Statute		\$3,250,000	\$3,250,000	\$3,250,000	\$3,250,000	\$3,250,000	\$16,250,000
Locations	DISTRICT OPERATIONS						
Total:		\$7,850,000	\$7,900,000	\$7,900,000	\$7,900,000	\$7,900,000	\$39,450,000

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$7,850,000	\$7,900,000	\$7,900,000	\$7,900,000	\$7,900,000	\$39,450,000
Maintenance/Repair Salaries	\$141,000	\$148,000	\$155,000	\$162,000	\$170,000	\$776,000
School Bus Purchases	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$7,500,000
Other Vehicle Purchases	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,500,000
Capital Outlay Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$3,188,673	\$1,989,924	\$2,003,543	\$1,986,761	\$1,975,406	\$11,144,307
Rent/Lease Relocatables	\$360,000	\$760,000	\$592,000	\$592,000	\$592,000	\$2,896,000
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$700,000	\$715,000	\$730,000	\$745,000	\$760,000	\$3,650,000
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Furniture & Equipment at School Centers	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$7,500,000
School Site Projects Repair & Renovations	\$8,957,364	\$8,825,000	\$8,230,000	\$7,150,000	\$7,150,000	\$40,312,364
Local Expenditure Totals:	\$24,897,037	\$24,037,924	\$23,310,543	\$22,235,761	\$22,247,406	\$116,728,671

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2023 - 2024 Actual Value	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
(1) Non-exempt property assessed valuation		\$16,745,976,490	\$17,499,545,432	\$18,287,024,976	\$19,109,941,100	\$19,969,888,450	\$91,612,376,448
(2) The Millage projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$28,133,241	\$29,399,236	\$30,722,202	\$32,104,701	\$33,549,413	\$153,908,793
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	\$24,114,206	\$25,199,345	\$26,333,316	\$27,518,315	\$28,756,639	\$131,921,821
(5) Difference of lines (3) and (4)		\$4,019,035	\$4,199,891	\$4,388,886	\$4,586,386	\$4,792,774	\$21,986,972

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$460,133	\$460,133	\$460,133	\$460,133	\$460,133	\$2,300,665
CO & DS Interest on Undistributed CO	360	\$7,670	\$7,670	\$7,670	\$7,670	\$7,670	\$38,350
		\$467,803	\$467,803	\$467,803	\$467,803	\$467,803	\$2,339,015

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Item	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
20-002 Hammock Beach River Club	\$0	\$300,000	\$300,000	\$291,360	\$0	\$891,360
21-035 Porch Light Apartments	\$0	\$215,226	\$0	\$0	\$0	\$215,226

21-007 Colbert Landings	\$0	\$289,200	\$289,200	\$578,400	\$578,400	\$1,735,200
21-019 Whiteview Village	\$302,480	\$302,480	\$302,480	\$0	\$0	\$907,440
22-005 Tribute	\$0	\$216,610	\$0	\$0	\$0	\$216,610
21-001 Beach Park Village	\$153,112	\$153,112	\$153,112	\$51,039	\$0	\$510,375
23-008 ADJ Whiteview-Multi Family	\$99,546	\$99,546	\$99,546	\$33,182	\$0	\$331,820
22-015 ADJ Grand Reserve Phase 5	\$0	\$156,055	\$156,055	\$156,057	\$52,018	\$520,185
22-016 ADJ Grand Reserve Phase 6	\$0	\$208,074	\$208,074	\$277,432	\$0	\$693,580
22-013 ADJ Ocean Village	\$0	\$118,687	\$118,687	\$158,250	\$0	\$395,624
23-009 Seminole Palms Phase 1 & 4	\$0	\$336,026	\$336,026	\$336,026	\$111,678	\$1,119,756
23-010 Enclave at Seminole Palms	\$0	\$262,155	\$262,155	\$262,155	\$87,385	\$873,850
23-012 Radiance Phase 1, 2 & 3	\$0	\$347,486	\$347,486	\$347,386	\$116,130	\$1,158,488
23-006 ADJ Evolve Multi-Family	\$0	\$78,047	\$78,047	\$78,047	\$26,108	\$260,249
23-002 ADJ Ponce Preserve	\$0	\$104,862	\$104,862	\$104,862	\$34,954	\$349,540
22-020 Wexford Cove	\$0	\$122,630	\$122,630	\$122,630	\$40,879	\$408,769
22-007 The Hammock at Palm Harbor	\$0	\$81,982	\$81,982	\$81,985	\$27,327	\$273,276
22-024 The Reserve East	\$0	\$307,877	\$307,877	\$307,879	\$102,627	\$1,026,260
22-006 Flagler Viliage	\$0	\$316,826	\$316,826	\$316,826	\$105,609	\$1,056,087
23-001 Grand Reserve Phase 3	\$91,322	\$91,322	\$91,322	\$30,443	\$0	\$304,409
19-006 Hunter's Ridge	\$1,844,100	\$0	\$0	\$0	\$0	\$1,844,100
	\$2,490,560	\$4,108,203	\$3,676,367	\$3,533,959	\$1,283,115	\$15,092,204

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2022 - 2023?

Yes

Sales Surtax Type: Half Cent Sales Surtax

Date of Election: 11/8/2022

Date of Expiration: 1/1/2033

Anticipated Revenue Start Date: 1/2/2023

Anticipated Revenue End Date: 12/31/2032

Estimated Annualized Revenue: \$8,000,000

Total \$ Amount Projected to be Received for the Duration of Tax: \$80,000,000

Number of Years Tax In Effect: 10

Percentage of Vote FOR: 69 %

Percentage of Vote AGAINST: 31 %

Additional Revenue Source

Any additional revenue sources

Item	2023 - 2024 Actual Value	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$40,000,000
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$9,500,000	\$10,000,000	\$10,500,000	\$11,000,000	\$11,500,000	\$52,500,000
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$28,349,956	\$28,665,573	\$30,341,509	\$30,729,895	\$31,592,612	\$149,679,545
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	(\$20,122,738)	(\$41,709,195)	(\$48,172,771)	(\$51,135,816)	(\$51,430,800)	(\$212,571,320)
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$26,027,218	\$5,256,378	\$968,738	(\$1,105,921)	(\$38,188)	\$31,108,225

Total Revenue Summary

Item Name	2023 - 2024 Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$24,114,206	\$25,199,345	\$26,333,316	\$27,518,315	\$28,756,639	\$131,921,821
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$24,897,037)	(\$24,037,924)	(\$23,310,543)	(\$22,235,761)	(\$22,247,406)	(\$116,728,671)
PECO Maintenance Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Available 1.50 Mill for New Construction	(\$782,831)	\$1,161,421	\$3,022,773	\$5,282,554	\$6,509,233	\$15,193,150

Item Name	2023 - 2024 Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Five Year Total
CO & DS Revenue	\$467,803	\$467,803	\$467,803	\$467,803	\$467,803	\$2,339,015
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$28,517,778	\$9,364,581	\$4,645,105	\$2,428,038	\$1,244,927	\$46,200,429
Total Additional Revenue	\$28,985,581	\$9,832,384	\$5,112,908	\$2,895,841	\$1,712,730	\$48,539,444
Total Available Revenue	\$28,202,750	\$10,993,805	\$8,135,681	\$8,178,395	\$8,221,963	\$63,732,594

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	Total	Funded
Existing classrooms modified to three additional classrooms	FLAGLER-PALM COAST SENIOR HIGH	Planned Cost:	\$150,000	\$0	\$0	\$0	\$0	\$150,000	Yes
	Student Stations:		85	0	0	0	0	85	
	Total Classrooms:		3	0	0	0	0	3	
	Gross Sq Ft:		2,210	0	0	0	0	2,210	
New Addition to Matanzas High School	MATANZAS HIGH SCHOOL	Planned Cost:	\$20,000,000	\$2,900,000	\$0	\$0	\$0	\$22,900,000	Yes
	Student Stations:		0	366	0	0	0	366	
	Total Classrooms:		0	14	0	0	0	14	
	Gross Sq Ft:		0	31,235	0	0	0	31,235	

Planned Cost:	\$20,150,000	\$2,900,000	\$0	\$0	\$0	\$23,050,000
Student Stations:	85	366	0	0	0	451
Total Classrooms:	3	14	0	0	0	17
Gross Sq Ft:	2,210	31,235	0	0	0	33,445

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total	Funded
Technology Capital Outlay Projects	Location not specified	\$8,052,750	\$8,093,805	\$8,135,681	\$8,178,395	\$8,221,963	\$40,682,594	Yes
		\$8,052,750	\$8,093,805	\$8,135,681	\$8,178,395	\$8,221,963	\$40,682,594	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2023 - 2024 Satis. Stu. Sta.	Actual 2023 - 2024 FISH Capacity	Actual 2022 - 2023 COFTE	# Class Rooms	Actual Average 2023 - 2024 Class Size	Actual 2023 - 2024 Utilization	New Stu. Capacity	New Rooms to be Added/Re moved	Projected 2027 - 2028 COFTE	Projected 2027 - 2028 Utilization	Projected 2027 - 2028 Class Size
BUDDY TAYLOR MIDDLE	1,944	1,868	1,344	84	16	72.00 %	0	0	0	0.00 %	0

BUNNELL ELEMENTARY	1,579	1,421	1,085	77	14	76.00 %	0	0	0	0.00 %	0
FLAGLER-PALM COAST SENIOR HIGH	2,668	2,534	2,321	107	22	92.00 %	85	3	0	0.00 %	0
LEWIS E WADSWORTH ELEMENTARY	908	908	752	50	15	83.00 %	0	0	0	0.00 %	0
OLD KINGS ELEMENTARY	1,290	1,290	986	68	14	76.00 %	0	0	0	0.00 %	0
ADULT EDUCATION - A1A CENTER	10	0	0	1	0	0.00 %	0	0	0	0.00 %	0
INDIAN TRAILS SCHOOL	1,788	1,609	1,520	75	20	94.00 %	0	0	0	0.00 %	0
ADULT EDUCATION/CORPORATE ONE	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
MATANZAS HIGH SCHOOL	2,367	2,248	1,851	95	19	82.00 %	366	14	0	0.00 %	0
BELLE TERRE ELEMENTARY	1,557	1,401	1,206	81	15	86.00 %	0	0	0	0.00 %	0
RYMFIRE ELEMENTARY	1,545	1,390	899	86	10	65.00 %	0	0	0	0.00 %	0
	15,656	14,669	11,962	724	17	81.55 %	451	17	0	0.00 %	0

The COFTE Projected Total (0) for 2027 - 2028 must match the Official Forecasted COFTE Total (11,607) for 2027 - 2028 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2027 - 2028	
Elementary (PK-3)	3,143
Middle (4-8)	4,505
High (9-12)	3,959
	11,607

Grade Level Type	Balanced Projected COFTE for 2027 - 2028
Elementary (PK-3)	3,143
Middle (4-8)	4,505
High (9-12)	3,959
	11,607

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	Year 5 Total
FLAGLER-PALM COAST SENIOR HIGH	0	3	0	0	0	3
Total Relocatable Replacements:	0	3	0	0	0	3

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2027 - 2028
Imagine Town Center	44	PRIVATE	2008	874	856	9	900
	44			874	856		900

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		0	0	0	0	0	0

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		0	0	0	0	0	0

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

High School expansion at Matanzas High School; electrical to transformer
High School upgrade to storm water drainage and reworking parking lot at Flagler Palm Coast High School

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Not Specified

Consistent with Comp Plan? No

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2022 - 2023 fiscal year.					List the net new classrooms to be added in the 2023 - 2024 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2023 - 2024 should match totals in Section 15A.			
Location	2022 - 2023 # Permanent	2022 - 2023 # Modular	2022 - 2023 # Relocatable	2022 - 2023 Total	2023 - 2024 # Permanent	2023 - 2024 # Modular	2023 - 2024 # Relocatable	2023 - 2024 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0

High (9-12)	0	0	0	0	3	0	0	3
	0	0	0	0	3	0	0	3

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	5 Year Average
INDIAN TRAILS SCHOOL	0	0	44	44	44	26
BUDDY TAYLOR MIDDLE	132	132	132	132	132	132
BUNNELL ELEMENTARY	0	0	0	0	0	0
FLAGLER-PALM COAST SENIOR HIGH	115	115	115	165	165	135
LEWIS E WADSWORTH ELEMENTARY	0	0	0	0	0	0
OLD KINGS ELEMENTARY	18	18	18	18	18	18
ADULT EDUCATION/CORPORATE ONE	0	0	0	0	0	0
MATANZAS HIGH SCHOOL	0	0	0	50	50	20
BELLE TERRE ELEMENTARY	0	0	44	44	88	35
RYMFIRE ELEMENTARY	0	0	0	0	0	0
ADULT EDUCATION - A1A CENTER	0	0	0	0	0	0

Totals for FLAGLER COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	265	265	353	453	497	367
Total number of COFTE students projected by year.	11,950	11,884	11,738	11,617	11,607	11,759
Percent in relocatables by year.	2 %	2 %	3 %	4 %	4 %	3 %

Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2023 - 2024	FISH Student Stations	Owner	# of Leased Classrooms 2027 - 2028	FISH Student Stations
RYMFIRE ELEMENTARY	0	0		0	0
BUDDY TAYLOR MIDDLE	6	132	Mobile Modular	6	132
BUNNELL ELEMENTARY	0	0		0	0
FLAGLER-PALM COAST SENIOR HIGH	5	115	WillScotsmen / Mobile Modular	7	165
LEWIS E WADSWORTH ELEMENTARY	0	0		0	0
MATANZAS HIGH SCHOOL	0	0	Leased	2	50
OLD KINGS ELEMENTARY	1	18	Mobile Modular	1	18

BELLE TERRE ELEMENTARY	0	0	Leased	4	88
INDIAN TRAILS SCHOOL	0	0	Leased Portables	4	88
	12	265		24	541

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

None

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

No existing school facilities are planned to be closed. No properties are currently identified for disposal.

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Project	2027 - 2028 / 2032 - 2033 Projected Cost
BES BLDG 1 REPLACE AIR HANDLERS (2): BES BLDG 13 ROOF	\$2,400,000
RES REPLACEMENT TOWERS, UPGRADE CHILLER & UNITS	\$8,000,000
OKES REPLACE ROOF, GUTTERS & DOWNSPOUTS - All BLDG	\$6,000,000
ITMS REPLACE ROOF, GUTTERS & DOWNSPOUTS	\$9,000,000

FPCHS REPLACEMENT OF STADIUM ;FPCHS REPLACE AIR HANDLERS CAMPUS WIDE : FPCHS RENOVATE BLDG 4 HVAC, FLOORING, RESTROOMS, LIGHTING	\$9,400,000
BTMS INSTALL THERMAL ICE TANKS CONNECT BLDG 1 & 9 CHILLERS	\$1,400,000
	\$36,200,000

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Project	Location,Community,Quadrant or other general location	2027 - 2028 / 2032 - 2033 Projected Cost
New High School	2029-2033- Student Stations 2,400 - 2,600	\$225,000,000
New Middle School	2029-2033 - Student Stations 1,800 - 2,000	\$150,000,000
		\$375,000,000

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2022 - 2023 FISH Capacity	Actual 2022 - 2023 COFTE	Actual 2022 - 2023 Utilization	Actual 2023 - 2024 / 2032 - 2033 new Student Capacity to be added/removed	Projected 2032 - 2033 COFTE	Projected 2032 - 2033 Utilization
Elementary - District Totals	6,879	6,879	4,927.25	71.62 %	0	5,374	78.12 %
Middle - District Totals	3,732	3,358	2,863.25	85.26 %	0	2,602	77.49 %
High - District Totals	5,035	4,782	4,171.71	87.24 %	0	3,807	79.61 %
Other - ESE, etc	80	15	0.00	0.00 %	0	0	0.00 %
	15,726	15,034	11,962.21	79.57 %	0	11,783	78.38 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

New High School; location TBD 2029-2033
 New Middle School; location TBD 2029-2033

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

None

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2022 - 2023 FISH Capacity	Actual 2022 - 2023 COFTE	Actual 2022 - 2023 Utilization	Actual 2023 - 2024 / 2042 - 2043 new Student Capacity to be added/removed	Projected 2042 - 2043 COFTE	Projected 2042 - 2043 Utilization
Elementary - District Totals	6,879	6,879	4,927.25	71.62 %	0	5,487	79.76 %
Middle - District Totals	3,732	3,358	2,863.25	85.26 %	0	2,795	83.23 %
High - District Totals	5,035	4,782	4,171.71	87.24 %	0	3,853	80.57 %
Other - ESE, etc	80	15	0.00	0.00 %	0	32	213.33 %
	15,726	15,034	11,962.21	79.57 %	0	12,167	80.93 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.

Exhibit "C"

2023 - 2024 5-Year District Plan

Revised 12/13/2023	23-24	24-25	25-26	26-27	27-28
New Construction / Major Projects					
2023 - 24					
2023-24 DISTRICT SAFETY AND SECURITY	(300,000)				
2023-24 ANNEX CUSTODIAL POTABLE #99 REPLACE & UPGRADE INFRASTRUCTURE	(500,000)				
2023-24 BTMS REPLACE TOTAL DOORS BLDG 1 & BLDG 2	(175,000)				
2023-24 FPCHS HUMIDITY - FRESH AIR & CONTROLS BLDG 12	(500,000)				
2023-24 FPCHS NEW ROOF BLDG 12 & 9	(750,000)				
2023-24 ITMS CARPET IN CLASSROOMS	(200,000)				
2023-24 MHS LIGHTS FOR PRACTICE FIELDS	(500,000)				
2023-24 OLD COUNTY OFFICE REMODEL	(350,000)				
2023-24 RES EXTERIOR WEATHERPROOFING/COATING (PHASE II BLDG 4, 6 & 7)	(750,000)				
2023-26 BUDDYWORTH REPLACE CHILLER	(330,000)		(330,000)		
2023-24 FPCHS RESURFACE PARKING LOTS	(3,000,000)				
2023-26 FPCHS REPLACE CHILLER AND ADD 13 NEW ICE TANKS	(370,000)	(3,300,000)	(3,400,000)		
2023-24 TRANSPORTATION PORTABLES	(432,364)				
2023-24 FPCHS CONTROLS UPGRADE / EMS SYSTEM	(150,000)				
2023-24 SMALL DISTRICT PROJECTS	(650,000)				
2024 - 25					
2024-25 DISTRICT SAFETY AND SECURITY		(300,000)			
2024-26 ADULTS WITH DISABILITY STEP-UP FACILITY		(1,250,000)	(1,250,000)		
2024-25 BES EXTERIOR WEATHERPROOF/COATING (1,2,6,10,11,18)		(975,000)			
2024-25 BUDDYWORTH BLDG 6 & 9 REPLACE FLOORING		(300,000)			
2024-25 FPCHS STADIUM REPAIRS		(200,000)			
2024-25 MHS REPLACE FLOORING BLDG 1/2/5/6 / CLASSROOMS / BAND		(300,000)			
2024-25 RES REPLACE CHILLER BLDG 7		(400,000)			
2024-25 US 1 COMMERCIAL DRIVING PAD (FTC)		(600,000)			
2024-26 FPCHS RENOVATE BLDG 12 LOCKER ROOMS & BATHROOMS		(750,000)	(250,000)		
2024-25 SMALL DISTRICT PROJECTS		(450,000)			
2025 - 26					
2025-26 DISTRICT SAFETY AND SECURITY			(300,000)		
2025-26 BES BLDG 10 2ND FLOOR CARPET			(150,000)		
2025-26 BUS GARAGE PAVING FOR ADDITIONAL BUSES			(350,000)		
2025-26 FPCHS BLDG 7 AIR HANDLER RETROFIT			(225,000)		
2025-26 FPCHS INSTALL NEW BACKSTOP NETTING & 6' FENCE OUTFIELD @ SOFTBALL			(250,000)		
2025-26 FPCHS REPLACE PORTABLES 1,3 & 5 (LEASED)			(100,000)		
2025-26 MHS ADD VISITOR SIDE CONCESSION & RESTROOMS			(225,000)		
2025-26 MHS KITCHEN RENOVATION			(450,000)		
2025-28 MHS UPGRADE CHILLER & UNITS (25-26 design)			(500,000)	(3,500,000)	(3,500,000)
2025-26 SMALL DISTRICT PROJECTS			(450,000)		
2026 - 27					
2026-27 DISTRICT SAFETY AND SECURITY				(300,000)	
2026-27 BES BLDG 13 CLASSROOM CARPET AND ADJUST 2ND FLOOR GAP				(200,000)	
2026-27 BTES REPLACE FLOORING CLASSROOMS				(300,000)	
2026-27 BTMS REPLACE COIL AND CONDENSER WALK IN COOLER/FREEZER				(400,000)	
2026-27 BTS&RC PARKING LOT				(400,000)	
2026-27 FPCHS KITCHEN RENOVATION INCLUDING (WALK IN COOLER/FREEZER)				(450,000)	
2026-27 ITMS KITCHEN RENOVATION (FLOORS, CEILING, LIGHTING)				(450,000)	
2026-27 OKES BLDG 5 REPLACE CLASSROOM AC UNIT				(400,000)	
2026-27 WES RESURFACE PARKING LOT 1 & 2				(300,000)	
2026-27 SMALL DISTRICT PROJECTS				(450,000)	
2027 - 28					
2027-28 DISTRICT SAFETY AND SECURITY					(300,000)
2027-28 AUDITORIUM FPC REPLACE CARPET					(150,000)
2027-28 BUDDYWORTH BLDG 6 & 9 EXTERIOR WATERPROOFING AND COATING					(1,000,000)
2027-28 FPCHS BLDG. 6 STRUCTURAL REPAIRS TO EXTERIOR BUILDING STEEL					(400,000)
2027-28 FPCHS REPLACE SOFTBALL DUGOUTS					(300,000)
2027-28 OKES KITCHEN RENOVATION INCLUDING (WALK IN COOLER/FREEZER)					(450,000)
2027-28 RES BLDG 7 REPLACE MONDO FLOOR TO WOOD FLOOR					(400,000)
2027-28 RES FLOORING REPLACEMENT BLDG 3,6,7					(200,000)
2027-28 SMALL DISTRICT PROJECTS					(450,000)
	\$ (8,957,364)	\$ (8,825,000)	\$ (8,230,000)	\$ (7,150,000)	(7,150,000)
Maintenance					
Service Contracts	\$ (600,000)	\$ (650,000)	\$ (650,000)	\$ (700,000)	\$ (700,000)
Building repairs	\$ (4,000,000)	\$ (4,000,000)	\$ (4,000,000)	\$ (4,250,000)	(4,250,000)
Total Maintenance Costs	\$ (4,600,000)	\$ (4,650,000)	\$ (4,650,000)	\$ (4,950,000)	(4,950,000)
New Construction / Projects / Maintenance Total	\$ (13,557,364)	\$ (13,475,000)	\$ (12,880,000)	\$ (12,100,000)	(12,100,000)

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Bunnell has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Bunnell may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

ORDINANCE 2024-05

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2035 COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163.3177 F.S.; PROVIDING FOR FINDINGS OF CONSISTENCY; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY AND PROVIDING AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - ☒ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Bunnell hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This Ordinance is for the annual update to the City's Schedule of Improvements (SCI) in the Capital Improvements Element of the Comprehensive Plan. This update shows the City's planned Capital Improvement Projects for the next five years and the funding for such projects.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

- 3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

- 4. Additional information the governing body determines may be useful (if any):**

Note: The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.



City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 1/23/2024 Amount:
Department: City Manager Account #:
Subject: Resolution 2024-01 Adopting Amended Bunnell Community Redevelopment
Agency (CRA) Plan
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Proposed Resolution	Resolution
CRA Plan	Exhibit
Appendix A - Bunnell Community Redevelopment Area Map	Exhibit
Appendix B - Bunnell Community Redevelopment Areal Legal Description	Exhibit
Appendix C- Ten Year Plan - Eliminating Blight	Exhibit
Appendix D - Wetland	Exhibit
Appendix E - Definitions	Exhibit
Budget	Exhibit

Summary/Highlights:

On January 22, 2024, the Community Redevelopment Agency (CRA) Board met and recommended approval of the proposed amended CRA plan.

Background:

The CRA is an Enterprise Fund which has rules and regulations about use of funds.

The CRA was established in 2007. The purpose of the CRA was to generate funding based on Tax Increment Financing (TIF). This meant if/when taxable value increased over the established threshold in the CRA and revenue was available, the funds could be utilized to fund improvements and projects within the CRA and as identified in the adopted CRA Plan.

After the CRA was established and the taxable value set, the nation went through a major recession which caused a dramatic drop in real estate market values. The taxable threshold or value for the CRA at the time of its establishment was \$68,433,904.00.

The tax value for the CRA over the years is as follows:

2023: \$72,017,611
2022: \$67,957,612
2021: \$61,730,775
2020: \$57,417,972
2019: \$52,903,054
2018: \$48,626,025
2017: \$46,821,173
2016: \$44,848,441

The cash forward for Fiscal Year 2023/2024 is \$3,674.00.

Ad Valorem Revenue for Fiscal Year 2023/2024 is expected at \$28,419.00. This is what the CRA is expected to gain in revenue (generate) if all property taxes are paid.

The life of a CRA is 30 years. This means the CRA will expire in FY2036/2037. There is no process for extending the life of the CRA at this time.

If the real estate market values continue to rise, the CRA should now start seeing funds generated for use in upcoming fiscal years.

Since the creation of the CRA, there have been many changes to actual property usage, designated future land use designations and zoning designations to properties within the CRA boundaries.

The changes in the CRA since creation, the shortened time to complete projects to be funded by the CRA and the possibility of funds coming into the CRA moving forward make it imperative to update the CRA Plan.

An amended plan is attached for the Commission to adopt.

Staff Recommendation:

Adopt Resolution 2024-01 Adopting Amended Bunnell Community Redevelopment Agency (CRA) Plan.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Adopt Resolution 2024-01 Adopting Amended Bunnell Community Redevelopment Agency (CRA) Plan.

City Manager Review/Recommendation:

RESOLUTION 2024-01

A RESOLUTION OF THE CITY OF BUNNELL FLORIDA, TO ADOPT AN UPDATED COMMUNITY REDEVELOPMENT PLAN; DIRECTING RECORDATION OF THE PLAN BY THE CITY CLERK, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Act, Chapter 163, Part III, Florida Statutes provides for community redevelopment by the creation of a community redevelopment agency if certain conditions of blight exist, as defined in Section 163.340, Florida States ; and

WHEREAS, The City of Bunnell Community Redevelopment Agency (CRA) is a public agency that was created by the City Commission in July 2007 (Resolution 2007-04) in accordance with the provisions of Florida Statutes; and

WHEREAS, The CRA operates within the City of Bunnell and is charged with the undertaking of redevelopment functions in the designated community redevelopment district. The CRA was established by Resolution 2007-10 as a result of and CRA Trust Fund was created by the adoption of Ordinance No. 2007-28; and

WHEREAS, Since the creation of the CRA, there have been many changes to actual property usage, designated future land use designations and zoning designations to properties within the CRA boundaries. The changes in the CRA since creation, the shortened time to complete projects to be funded by the CRA and the possibility of funds coming into the CRA moving forward make it imperative for the CRA Board to update the CRA Plan.

WHEREAS, On August 28, 2023, and November 13, 2023, the CRA Board met. During those meetings, the need to schedule an additional CRA Meeting was discussed in order to update the CRA plan to include additional projects recommendations; and

WHEREAS, The CRA met on January 22, 2024 to discuss and approve certain recommended changes to the CRA plan;

WHEREAS, the Chairperson and Members of the CRA Board transmit the updated Plan to the City Commission for approval, as required by Section 163.360(5) of the Florida Statutes

NOW, THEREFORE, BE IT RESOLVED by the City of Bunnell City Commission that the updated CRA plan as approved and recommended by the CRA Board on January 22, 2024 is hereby adopted in its entirety. The updated CRA Plan is adopted by reference and incorporated herein. The Commission hereby directs the City Manager to implement the CRA Plan as updated.

Section 1.

That the City Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

Section 2.

This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Commission of the City of Bunnell, Florida, at a regular meeting on this 12th day of February 2024.

City of Bunnell, Florida

Catherine D. Robinson, Mayor

Approved as to Form:

Vose Law Firm, City Attorney

Attest:

Kristen Bates, City Clerk

Seal:



CITY OF BUNNELL

COMMUNITY REDEVELOPMENT AGENCY

Bunnell Redevelopment Area Plan

Prepared by the City of Bunnell, Department of Community Development, Economic Development Division
June 2023

ACKNOWLEDGEMENTS



Prepared for
City of Bunnell, Florida
BUNNELL CRA REDEVELOPMENT PLAN

Prepared By
City of Bunnell, Florida
Department of Community Development,
Division of Economic Development

Thanks to
Bunnell CRA, Bunnell, Florida
The Bunnell Community Redevelopment Area
participants who attended the workshops, and
meetings.

Believe you can and you're halfway there.
~PRESIDENT THEODORE ROOSEVELT

DEDICATION

**THIS PLAN IS DEDICATED TO THE CITIZENS & BUSINESSES WITHIN THE
DEFINED BOUNDARY OF THE CITY OF BUNNELL COMMUNITY
REDEVELOPMENT PLAN.**

VISION STATEMENT:

The Vision of the City of Bunnell's CRA Redevelopment Plan is to create and maintain a safe community with financially stable and prosperous residents and businesses, a thriving corridor, with diverse housing options, and a positive brand centered on the celebration of the area's history, cultural and last, but not least, dynamic quality of life.



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EXECUTIVE SUMMARY

Bunnell's Community Redevelopment District

For decades, the city of Bunnell, has underperformed relative to the past, historical past in particular, when there was for instance a turpentine still (Bunnell Development Company), sawmill, farm (Haw Creek Farms), Timber Company (Wadsworth Lumber Company) and Railroad (Henry Morrison Flagler's Florida East Coast (FEC) Railroad), whereas now, we are in the position where the question is where will we be ten years from now, BUNNELL will not only be the 2nd Largest City in the State of Florida, but in a more prosperous position due to this grand initiative of moving Bunnell to a higher plateau.

Therefore, as we look ahead, we may ask critical questions about Bunnell, such as, what do we want for our city in ten years, twenty years, thirty years, and beyond? What kind of city do we want to pass on to our children and generations to come?

This is where this plan comes into play to draw the road map that leads to preserving and enhancing the City of Bunnell's role as the 2nd Largest City in the State of Florida. This lead of the city will not remain just locally, but on the horizon, it will become globally known. While taking the future outlook into consideration during this time, it is being applied in ways to learn from actions of the past and present to give rise to the necessary focus on the future of New Horizons of the City of Bunnell regarding the economic growth, sustainability, and resiliency.

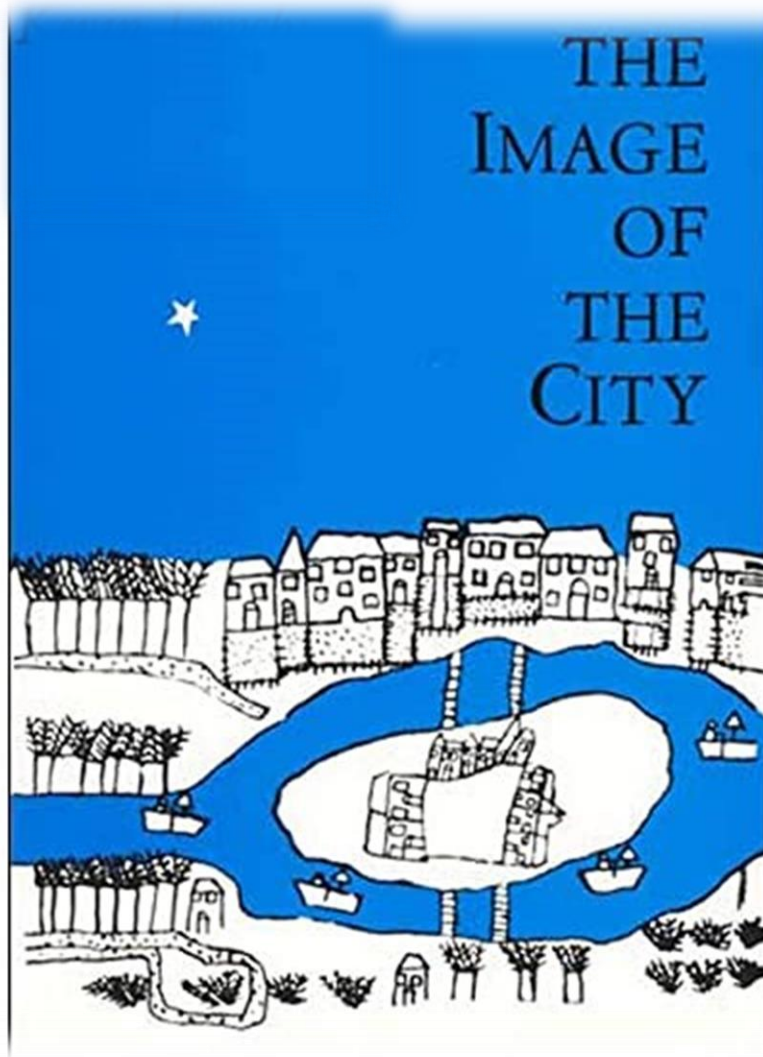
This bold initiative was launched in means of speaking about challenges and articulating the goals and long-term goals for the People of Bunnell. This CRA is built on utilizing the knowledge of previous sustainability plans, as well as the current need to address contemporary housing, and economic development to name a few.

The plan lays down clear markers that set out a comprehensive blueprint to prepare the Bunnell CRA's future. Envisioned is a dynamic, thriving economy, as city that is responsible steward that explicitly operates through guiding principles that have a lens through which it has a holistic view of planning, policymaking, and governing.

Our growing and thriving City will continue to become more known as the most dynamic small town with an economy where families and businesses flourish.

To meet the needs of a growing population at a time of rising housing costs, the city is working through an ambitious proposal for the creation and preservation of affordable housing. This initiative is also fostering job growth, and building an inclusive workforce, investing in infrastructure. With these measures the city will lift Bunnellens above poverty by 2033. Therefore, the City of Bunnell is a place where people will come to realize their dreams. It's a city where people are determined to create a new and better life. Together we will build a better City.

With this all, the main crusade of the Bunnell's Community Redevelopment Plan for this designated area is to establish a comprehensive and cohesive vision that will provide guidance to the CRA Board, and staff in assessing and improving the area, with the defined projects where the CRA can be proactive in bringing about improvements. This is destined to be accomplished.



SECTION 1.0 INTRODUCTION

The City of Bunnell is a thriving community that has instrumentally implemented various initiatives and programs to revitalize and improve the quality of life in the designed boundaries of the Community Redevelopment District.

The City of Bunnell Community Redevelopment Agency (CRA) is a public agency that was created by the City Commission in July 2007 (Resolution 2007-04) in accordance with the provisions of Florida Statutes. In June 2011, a study was completed to expound on the Original CRA plan that is set to create a plan designed to re-establish the area into human-scaled, pedestrian-friendly environment and introduce on-street parking, traffic calming and streetscape improvements.

The CRA operates within the City of Bunnell and is charged with the undertaking of redevelopment functions in the designated community redevelopment district. The CRA was established by Resolution 2007-10 as a result of and CRA Trust Fund was created by the adoption of Ordinance No. 2007-28.

In April of 2007, the CRA Authorized the completion of a Finding of Necessity to consider the CRA. The Finding of Necessity included various areas of the City that meet Section 163.340, Florida Statute requirements for “blight” and “slum.” This plan consists of 810 acres of contiguous property including property that meets the requirements for “blight” and “slum” state in Section 163.340, Florida Statutes.

1.1 HISTORY OF BUNNELL

Founded back in the 1880s, but Bunnell was officially incorporated as a town in 1911. The City of Bunnell’s humble beginnings with it start, in part, of the railroad industry. Following, Alvah Bunnell established a cypress shingle mill. By 1990, Isaac I. Moody and other developed a flourishing turpentine business. The city of Bunnell was platted, lots and property were sold by the Bunnell Development Company. With the story of Bunnell’s early beginnings, it has been acknowledged as a unique community rooted with pride and gratitude for a livelihood that was based on family, farm, and community.

Present day Bunnell is a thriving community where residents have access to vital community services; water, wastewater, electric, telecommunication services; affordable housing; and education. With its small-town charm and its prime location at the crossroads of Flagler County, Florida and its prime location at the convenient position which is in Northeast Florida with each on and off access to Interstate 95, via US Highway 1 North and South and State Road 100 East and West. The North and South Florida East Coast Rail line runs through the City of Bunnell with a convenient rail siding for shipping and receiving within city limits. With all said, the City of Bunnell has uniqueness like no other. Through economic

development and job creation, residents now have a variety of employment choices locally. Bunnell has a rich past in providing a community where residents can raise a family without the hustle and bustle that comes with living in larger cities.

Over time, the City of Bunnell has been aggressive in obtaining state and federal level grants to benefit residents and businesses in the community. Those funds have assisted in everything from the construction of new roads to infrastructure expansions.

While much has been accomplished, in order for the City of Bunnell to thrive more, the city will continue to work towards strengthening the community through job creation and small business development, investments in infrastructure and affordable housing, preservation of the natural environment and providing for alternative modes of transportation.

In 2007, the City Commission approved a resolution to establish the Bunnell CRA District as an effort to remedy the blighted conditions of the area. The City of Bunnell has fought to preserve its history while also striving to implement projects that improve the quality of life for community members. As redevelopment continues, the CRA will continue to respect the heritage of the area. Bunnell CRA is an important part of the history of the City and Flagler County and deserves to be conserved and improved.

1.2 FINDING OF NECESSITY STUDY

The city completed and adopted a Finding of Necessity (FON) Study on March 20, 2007. In accordance with Chapter 163, Part III, Florida Statutes, the FON Study assesses conditions of slum and blight in a defined study area within the City of Bunnell. The FON Study area included the area known to serve as Downtown Bunnell and areas in the periphery of this area described in Appendix A, B, Boundary Map and Legal Description.

The Finding of Necessity Study evaluates the existence of deterrents to sound planning, growth, and development as defined in Section 163.355, Florida Statutes. The detailed examination of existing land use characteristics, socioeconomic conditions, and other indicators that occurs in a FON Study produces the basis for creating a Community Redevelopment Agency (CRA) in accordance with Florida Statutes. The Finding of Necessity Study determined that the following criteria of slum and blight exist within the area.

- **Aggregate Assessed Values**
- **Site and Structure Deterioration**
- **Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness**
- **Unsanitary or Unsafe Conditions.**

1.3 COMMUNITY REDEVELOPMENT DISTRICT

Under Florida law (Chapter 163, Part III), local governments can designate areas as Community Redevelopment Districts when certain conditions exist. Since all the monies used in financing Community Redevelopment Agency (CRA) activities are locally generated, CRAs are not overseen by the state, but redevelopment plans must be consistent with local government comprehensive plans. Examples of blight conditions that can support the creation of a Community Redevelopment District include, but not limited to, the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways, and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a Finding of Necessity (FON). If the Finding of Necessity (FON) determines that the required conditions exist, the local government may create a Community Redevelopment District to provide the tools needed to foster and support redevelopment of the targeted area.

A Finding of Necessity Study was prepared for the City of Bunnell meeting the requirements of the State found in Florida Statutes. The city adopted the Finding of Necessity by Resolution No. 2007-04 on July 03, 2007.

1.4 COMMUNITY REDEVELOPMENT AGENCY

The Bunnell Community Redevelopment Agency (CRA) is a local government agency that works in collaboration with residents, property owners, businesses, developers, and other community organizations to foster redevelopment within the CRA Districts. Among our priorities include public safety, beautification, streetscape and infrastructure improvements, economic development, contemporary housing (commonly known as affordable Housing or attainable Housing), business incentives, marketing and special events, and historic preservation.

A Community Redevelopment Agency (CRA) is a dependent district established by City government for the purpose of carrying out redevelopment activities that include reducing or eliminating blight, improving the economic health of an area, and encouraging public and private investments in a CRA district. The CRA is governed by State Statutes, Chapter 163, Part III. The Bunnell Community Redevelopment Agency is funded through Tax Increment Financing (TIF).

The CRA was created under the City of Bunnell formally on July 03, 2007, by Resolution 2007-15, generally known as the Bunnell Community Development Plan.

The Community Redevelopment Agency administers the activities and programs offered within a Community Redevelopment District (CRD). The Community

Redevelopment Area Board was created and served by the Major, Vice-Mayor, and Commissioners, which is a total of five (5) members.

POWERS OF THE COMMUNITY REDEVELOPMENT AGENCY

As authorized by the Community Redevelopment Act, a wide variety of powers are available to the City of Bunnell to carry out redevelopment activities. While most of these powers may be delegated to a Community Redevelopment Agency, others may not. These powers, which continue to vest in the City Commission, are as follows:

- (a) The power to determine an area to be a slum or blighted area and to designate such an area as appropriate for community redevelopment.
- (b) The power to grant final approval to community redevelopment plans and modifications thereof.
- (c) Prior to the approval of the community redevelopment plan or approval of any modifications of the plan, the power to approve the acquisition, demolition, removal, or disposal of property and the power to assume the responsibility to bear loss.
- (d) The power to authorize the issuance of revenue bonds;
- (e) The power to acquire property deemed necessary for community redevelopment, except that the use of eminent domain (for public purpose) shall require specific approval from the City Commission;
- (f) The power to hold, improve, clear, or prepare any acquired property for redevelopment.
- (g) The power to dispose of property acquired within the community redevelopment area for uses in accordance with the plan;
- (h) The power to construct improvements necessary to carry out community redevelopment objectives;
- (i) The power to carry out programs of repair and rehabilitation;
- (j) The power to plan for and assist in the relocation of persons and businesses displaced by redevelopment activities;
- (k) The power to receive and utilize tax increment revenues to fund redevelopment activities;
- (l) The power to appropriate such funds, and make such expenditures as necessary to carry out the purposes of the Community Redevelopment Act of 1969;
- (m) Other powers authorized by the Act but which the City Commission has elected **not** to Delegate to the Agency are;
- (n) The power to zone or rezone any part of the city or make exceptions from building regulations; and to enter into agreements with a housing authority, which agreements may extend over any period;
- (o) The power to close, vacate, plan, or re-plan streets, roads, sidewalks, ways, or other places and to plan or re-plan any part of the city.

1.5 COMMUNITY REDEVELOPMENT PLAN

The Community Redevelopment Agency is responsible for developing and implementing the Community Redevelopment Plan that addresses the unique needs of the targeted area. The Plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area.

Examples of traditional projects includes streetscape and roadway improvements, building renovations, new building construction, flood control initiative, water and sewer improvements, parking lots and garages, neighborhood parks, sidewalks, and street tree plantings. The Plan may also include redevelopment incentives such as grants and loans for such things as façade improvements, sprinkler system upgrades, signs, and structural improvements. The Community Redevelopment Plan is a living document that can be updated to meet the changing needs within the Community Redevelopment Area; however, the boundaries of the area cannot be changed without starting the process from the beginning.

1.6 CITY OF BUNNELL CRA DISTRICT, AGENCY, AND PLAN

It is the desire and intent of the City of Bunnell, based upon the findings of the adopted FON Study, to establish a Community Redevelopment Agency, define the boundaries of a Community Redevelopment District, and implement a Community Redevelopment Plan, for the purpose of fostering redevelopment activities and eliminating blighted conditions within the district.

1.7 CITY OF BUNNELL CRA DISTRICT-MISSION STATEMENT

To participate in innovative partnerships that eliminate slum and blight conditions and provide contemporary housing through mechanisms that encourages reinvestment in the Bunnell CRA boundaries as directed by the City's adopted comprehensive plan and this CRA Plan.

1.8 CITY OF BUNNELL CRA DISTRICT-GOALS & OBJECTIVES

Prioritizing Existing Residents & Businesses in Bunnell's Community Redevelopment Area

The purpose of the CRA is to guide the City of Bunnell in identifying priorities and opportunities available within the subject Community Redevelopment Area.

The City of Bunnell Community Redevelopment Plan is the vision for growth and unification of Bunnell while protecting our existing built and natural environment.

This document has been formulated to provide a clear vision. The goals of the city

to facilitate redevelopment within the Bunnell Community Redevelopment Area, it is critical that the goals to be established in this plan are consistent with the desires of the citizens of Bunnell. They also need to be consistent with the City of Bunnell's Comprehensive Plan. In the previously approved comprehensive plan,

The City of Bunnell adopted by ordinance several objectives, which are complimentary to the objectives of this redevelopment plan.

In order to ensure maximum consistency with these plans and programs, the objectives contained in these previous studies, extracted, modified, and combined with newly identified objectives to serve as the goals and objectives for the City of Bunnell's Community Redevelopment Plan.

These goals and objectives are as following:

Overall Goal

Reverse the continuing deterioration of the Bunnell Community Redevelopment Area and initiate positive growth within the area.

Immediate Goals

- Improve the appearance and attractiveness of the Bunnell Community Redevelopment Area (BCRA).
- Provide a compact recreational, governmental, residential, commercial office, and restaurant/specialty-shopping, which is easily accessible to all citizens of Bunnell.
- Make the Bunnell Community Redevelopment District a vital and healthy segment of the entire community.
- Make the area an image of civic pride and beauty.
- Develop and or enhance a park that exemplifies the future of the City of Bunnell.
- Provide connected and safe sidewalks to ensure that all pedestrians can enjoy the Bunnell Community Redevelopment District.

Long Term Objectives

- Elimination of hazardous conditions that affect the living environment by reducing the opportunity and incentive for crime, delinquency, fire, and health hazards.
- Elimination of blight and deteriorated structures in older portions of the City through housing rehabilitation initiatives and the provision of necessary municipal facilities, infrastructure, and services.
- Development of a viable community in which all citizens can live in safe, decent, sanitary, and affordable housing located in a suitable living environment.
- Continue to provide convenient and properly spaced parking facilities designed to serve visitors, residents, and employees.
- Provide for orderly economic development and employment opportunities for the citizens of Bunnell and broaden the present economic base to diversify both skilled and unskilled job opportunities.
- Encourage residential development that will maintain or improve the aesthetic quality of the area.
- Maintain high quality residential conditions and provide a variety of housing types to all area residents.

- Residential development patterns should be convenient to work and shopping, provide for an orderly extension of public facilities.
- Develop land use plans and regulations, which reflect local desires concerning growth.
- Use the City's natural resources and man-made infrastructure to promote economic growth.
- Encourage the maintenance of a quality environment through the proper use and development of land.
- Encourage the minimization of the impact of development on natural environmental systems to the area.
- Require development to fit harmoniously into the natural environment.
- Encourage growth and development in areas in which the resources are capable of supporting such growth.
- Encourage a high level of water quality in Bunnell's surface and ground-water resources. Protect the aesthetic value of the community in conjunction with its physical resources.
- Encourage orderly and planned growth and expansion consistent with the protection of Bunnell's natural resources.
- Promote future commercial land uses, which provides a range of commercial establishments and services in a concentrated area that are convenient to potential users.
- Commercial developments should be maintained in high quality condition and designed to minimize conflicts with other land uses.
- Encourage commercial developments to protect, utilize and emphasize the historic and natural characteristics of the locality.
- Provide a compatible network of street linked in accordance with proper use and scale to meet the existing and anticipated traffic needs.
- Enhance and control development along the City's arterial (i.e., SR 100) roadways.
- Establish a functional collector system in residential areas, which will promote and facilitate proper development.
- Ensure good accessibility from residential areas to work, shopping, and leisure activity areas.
- Initiate street improvements in conjunction with other related public facilities.
- Encourage aesthetic design of street layout through controlled vegetation and green space.
- Minimize adverse environmental and ecological damage associated with transportation facility development.

1.9 CITY OF BUNNELL CRA DISTRICT-VALUES

Restore, Reconnect, Reinvest...

Restore. The CRA addresses blight in its designated boundary and districts by restoring unkept or dilapidated spaces.

Reconnect.

- We connect people to resources to maintain their homes or attain healthy, safe contemporary housing.

- We connect business owners, developers, and providers of contemporary housing to gap financing and available spaces to prevent future blight.
- We connect neighbors to their community through outreach and service.

Reinvest. We invest in the longevity of the CRA area we serve through community-driven planning and community led implementation, thereby creating a sustainable model.

1.10 REDEVELOPMENT TRUST

The City of Bunnell CRA is funded “increment,” or the difference between appraised property values from last year to this year in the area. The CRA Trust fund receives this amount of money from taxing each taxing entity yearly. The CRA, in accordance with the plan, leverages these funds with grants, donations, fees, and loans to reverse the declining property values in the designated area. They are able to provide continuity of planning, leadership, vision, and monetary incentives to make this happen. CRAs are unique—they work closely with the private sector and direct investment to the community.

Funds allocated to and deposited into the Trust Fund shall be used by the Community Redevelopment Agency to finance or refinance any community redevelopment it undertakes pursuant to the approved Community Redevelopment Plan. No Community Development Agency may receive or spend any increment revenues pursuant to this section unless and until the governing body has, by ordinance, created the trust fund and provided for the funding of the redevelopment trust fund until the time certain set forth in the community redevelopment plan as required by Florida Statute 163.362(10). Such an ordinance may be adopted only after the governing body has approved a community redevelopment plan.

Moneys in the redevelopment trust fund may be expended from time to time for undertakings of a community redevelopment agency as described in the community redevelopment plan for the following purposes, including, but not limited to:

- a) Administrative and overhead expenses necessary or incidental to the implementation of a community redevelopment plan adopted by the agency.
- b) Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the governing body or the community redevelopment agency for such expenses incurred before the redevelopment plan was approved and adopted.
- c) The acquisition of real property in the redevelopment area.
- d) The clearance and preparation of any redevelopment area for redevelopment and relocation of site occupants within or outside the community redevelopment area as provided in s. 163.370.
- e) The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.

- f) All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bonds anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.
- g) The development of contemporary housing within the community redevelopment area.
- h) The development of community policing innovations.

When the CRA was established, the nation was experiencing a major recession which caused a dramatic drop in real estate market values. The taxable threshold or value for the CRA at the time of its establishment was \$68,433,904.00.

Tax value for the CRA over the years is as follows:

Year	Tax Value	TIF Value	CRA Fund Balance
2006	\$68,433,904		
2007	\$86,384,942		
2008	\$80,816,583	\$-5,568,359	
2009	\$72,402,942	\$3,969,038	
2010	\$53,182,240	\$-15,251,664	\$23,761
2011	\$45,244,865	\$-23,189,039	\$6,032
2012	\$42,834,865	\$-25,599,039	\$2,879
2013	\$42,246,357	\$-26,187,547	\$3,716
2014	\$43,209,208	\$-25,224,696	\$3,618
2015	\$44,067,592	\$-24,366,312	\$3,618
2016	\$44,848,441	\$-23,585,463	\$3,618
2017	\$46,821,173	\$-21,612,731	\$3,623
2018	\$48,626,025	\$-19,807,879	\$3,627
2019	\$52,859,347	\$-15,574,557	\$3,631
2020	\$57,450,015	\$-10,983,889	\$3,632
2021	\$62,537,914	\$-5,895,990	\$3,639
2022	\$68,045,025	\$-388,879	\$3,646
2023	\$72,017,611	\$3,583,707	\$3,644

1.11 COMMUNITY INPUT

The creation of this Bunnell CRA Plan of 2007 relied heavily on input received from community workshops, and one-on-one stakeholder meetings. The CRA invited community stakeholders to attend a meeting focused on the current status of the CRA at the time, planned projects, discussion of CRA priorities and review of previously identified projects. The latest meeting that occurred in accordance with the CRA Plan 2011 update included representation from the CRA Advisory Committee, Flagler Bunnell Chamber of Commerce, City of Bunnell, Developers, Local Contractors and Local Designers. A total of 43 participants and 10 government related participants. On that day and throughout the plan development

process, multiple one-on-one and group charrettes were conducted where residents, business owners, and community groups provided input on the existing challenges in Bunnell CRA defined area and shared ways to improve the existing conditions.

The recommendations throughout this Bunnell CRA Plan of 2011 were based on the public input received as well as applying best practices in the redevelopment industry and experience of the plan development team.

1.12 LOCATION

The City of Bunnell is in central Flagler County, Florida. The city limits extend south, and northwest of the Flagler County boundary, where it is positioned as the county seat. The city is part of the Deltona-Dayton Beach-Ormond Beach, Florida metropolitan statistical area. The incorporated jurisdiction of the City of Bunnell is approximately 138.6 square miles. The City of Bunnell borders the City of Palm Coast to the north and east.

1.13 TEN YEAR PLAN-BEYOND BLIGHT

In a continuous effort to travel beyond blight and promote community investment, the City of Bunnell assembled the Bunnell CRA to develop a comprehensive implementation that effectively enacts strategies to address blight in the designated area. The CRA is representatives that also serve as the Mayor, Vice-Mayor and Commissioners for the community known as the Crossroads of Flagler County. Over the course of the enactment of this CRA plan, the area is being examined in the nature and extent of getting beyond blight in the City of Bunnell. The area is being reviewed with the use of blight tools and strategies, that will assist with reaching consensus to address the initiatives prioritized for implementation.

APPENDIX C-TEN YEAR PLAN-ELIMINATING BLIGHT, TABLE OF PROJECT(S) FOR DETAILS

1.14 FLORIDA STATUTE 163.362 CHECK LIST FOR REQUIRED ITEMS IN COMMUNITY REDEVELOPMENT PLAN

The following chart is a list of items that are required to be included in a Community Redevelopment Plan. It is intended to ensure that the reader and Governing Body (City Commission) understand that all regulations have been strictly followed in this Bunnell CRA Plan of 2023.

Florida Statute 163.362 Contents Of Community Redevelopment Plan Chart for Bunnell CRA Plan of 2023		
No.	Requirement	Location In Plan
(1)	Contain a legal description of the boundaries of the Community Redevelopment Plan Area and the reasons for establishing such boundaries shown in the plan	Section 1.2, Location
(2)	Show by diagram and in general terms: <ul style="list-style-type: none"> a. The approximate amount of open space to be provided and the street layout. b. Limitations on the type, size, height, number, and proposed use of buildings. c. The approximate number of dwelling units. d. Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature. 	TBD
(3)	If the redevelopment area contains low- or moderate-income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the CRA area plan.	TBD
(4)	Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.	TBD

(5)	Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.	TBD
(6)	Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purpose of this part.	TBD
(7)	Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.	TBD
(8)	Provide an element of residential use in the redevelopment plan if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefor.	TBD
(9)	Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.	TBD
(10)	Provide a time certain for completing all redevelopment financed by increment revenues. Such a time certain shall occur no later than 20 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after fiscal year in which the plan is approved or adopted.	TBD

SECTION 2.0 EXISTING CONDITIONS & BACKGROUND

2.1 DEMOGRAPHICS

The City of Bunnell has over 3,700 residents (See Table I) and is centrally located at the crossroads of Northeast Florida. Specifically, with easy on and off access to Interstate 95 (I-95), via US Highway 1 north and south and State Road 100 east and west. The north/south Florida East Coast rail line runs through the City of Bunnell with a convenient rail siding for shipping and receiving within the city limits. US 1 passes through the center of the City of Bunnell as State Street, leading north 31 miles to St. Augustine and southeast 18 miles from Ormand Beach, Florida State Road 100 leads 8 miles east to Flagler Beach and northwest 30 miles to Palatka. Interstate 95 is 4 miles east of the center of the city. Within Bunnell's CRA area, there are approximately 1,241 residents and the workforce are centered around services, retail, transportation/utilities, and construction. The median age in the Bunnell's CRA district is 41 years, the median household income is \$30,048, and the median home value is \$150,000 to \$199,999 (See Table II). The population in the CRA is 30% White, 25% Black, and the remaining 45% are other races, 10% of the population is of Hispanic origin. For highest educational attainment, 40% are high school graduates or have GED Certification, 5% have some college and 8% have associate or bachelor's degrees.

Demonstrated on the table below shows that between the years 2018 to 2019, there was a 7.0% increase in population. During the years 2019 and 2020 there was an additional 7.0% increase. However, it appears between the years 2020 and 2021 there was a slight decline in population growth of 3%. In accordance with the 2020 census bureau, this decline was attributed to the peak of the COVID-19 pandemic. Since the City has seen a greater increase of 7.4%.

TABLE I-POPULATION

Year	Population
2018	3,056
2019	3,271
2020	3,507
2021	3,495
2022	3,752

**United States Census Bureau - Decennial Census 2022*

Demonstrated on the table below shows that in the City of Bunnell 48.7% of the housing is owner-occupied compared to 67.4% for the State of Florida. The median gross value of rent in the City of Bunnell is \$905.00 whereas the state of Florida is \$1,348.

TABLE II-HOUSING

	City of Bunnell	State of Florida
Total Housing Units	1,577.00	9,865,350.00
Owner Occupied Housing	48.7%	67.4%
Median Value of Owner-Occupied Housing	150,000- 199,999	248,000
Occupied Housing Units	1,418.00	8,529,067.00
Vacant Housing Units	159.00	1,336,283.00
Median Value of Units Paying Rent	\$905.00	\$1,348.00
Median Household Income	\$30,048.00	63,062.00

**United States Census Bureau - Decennial Census 2022*

2.2 COMMUNITY REDEVELOPMENT PLAN BOUNDARY MAP

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(SEE APPENDIX A, B - CRA LEGAL DESCRIPTION & MAP
SERIES)

2.3 COMMUNITY REDEVELOPMENT PLAN BOUNDARY~LEGAL DESCRIPTION

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(SEE APPENDIX B-CRA LEGAL DESCRIPTION & MAP SERIES)

2.4 RESTRICTIVE COVENANTS & IMPROVEMENT INCENTIVES

The CRA and the City of Bunnell will use the following legal and regulatory means to promote the redevelopment of the CRA area:

- a) Restrictive covenants are required when City lots are donated for development of affordable, owner-occupied housing. These covenants require the recipient of the lot to meet Bunnell low- and moderate-income qualification and the lot must be developed within a time certain or will revert to the City of Bunnell or the CRA, as appropriate.
- b) The CRA will encourage the city to waive certain City liens against lots coming to the City of Bunnell through donation or foreclosure in order to facilitate the use of these lots for construction of owner-occupied contemporary housing.
- c) The city will continue to assist business in obtaining license and permits for expansion of location within the City.
- d) Business Incentive program has been enacted to pursue revitalization activities with an emphasis on providing more job opportunities, housing, improve long term transportation needs and encourage commercial development.

2.5 PROVISION OF TIME CERTAIN & SEVERABILITY

All redevelopment activities of a contractual, financial and programmatic nature shall have a maximum duration or commitment of up to, but not exceeding thirty (30) years, after the fiscal year in which the CRA Plan is approved, adopted or amended by City Commission, per Section 163.361 and 16.362(10). Whereas there are eleven (11) years of this plan duration remaining.

2.6 ENSURE FINANCIAL ACCOUNTABILITY

The CRA shall maintain adequate records for an annual audit which shall be conducted by an independent auditor. The findings of the audit shall be presented at a meeting of the City Commission/CRA Board and such findings shall be forwarded to the State Auditor General's Office by March 31st of each year for the preceding year which shall run from October 1 through September 30.

The annual Audit Report shall be accompanied by the CRA Annual Report and shall be provided to the City for public review and availability. Legal notice in a newspaper of general circulation shall be provided to inform the public of the availability for review of the Annual Audit Report.

2.7 MANAGEMENT & IMPLEMENTATION OF PLAN

The first step is to determine if a specific geographic area constitutes blight conditions. Blight conditions are defined by the state statutes as "an area in which there are a substantial number of deteriorated, or deteriorating structures in which conditions, as indicated by government-maintained statics of other studies, are leading to economic distress or endanger life or property". The document is referred to as the Finding of

Necessity process and determined the area demonstrating blight conditions. The area determined by the Finding of Necessity became the CRA boundary. The approximate size of the CRA is 810 acres.

3.0 ECONOMIC DEVELOPMENT

3.1 GENERAL OVERVIEW

Economic Development initiatives are the major emphasis of the Bunnell's CRA Plan of 2023, since a great deal of work has to be accomplished over the next 11 years to redevelop the Bunnell CRA designated area. The designated area of the community that is indicated within the defined boundaries during interviews and meetings that job creation and establishing businesses in the Bunnell's CRA district is important to the revitalization of the area. The Bunnell CRA Plan of 2023 focuses on economic development initiatives to accomplish its goal of enhancing the quality of life of its residents through improving physical spaces, business growth, and bring new housing stock to the area.

Economic Development is the number one priority for the City of Bunnell. The Board shares a unified commitment to attract new business development, to expand and diversity the tax base and create jobs for residents. Success in economic development ensures the City of Bunnell's long-term financial ability to provide ongoing quality services, infrastructure, and preserve the quality of life for its residential and corporate citizens. The City of Bunnell needs to diversity and expand the tax roll.

3.2 EXISTING CRA PROGRAMS & PROJECTS

Implementation of a Business Incentive Programs

4.0 BRANDING, MARKETING, TOURISM, AND COMMUNICATIONS

4.1 GENERAL OVERVIEW

The Bunnell community has many great attributes to justify a strong and existing marketing strategy with a focus on attracting new businesses, particularly retail and entertainment; preserving and enhancing the existing community; attracting new workforce housing opportunities; and developing a thriving redevelopment district within which many can live, work, learn and play a role in the redevelopment of Bunnell's CRA. These attributes include the following: a well-known and respected historic community founded over 100 years ago, a community of residents that provide important work skills to many of the employers in Flagler County; a neighborhood containing several important parks and public facilities such as Jack Clegg Park and Joann B. King Park.

4.2 CRA BRAND DEVELOPMENT & IDENTITY & MARKETING POSITION

The CRA would benefit economically by promoting community identity and brand positioning Bunnell's unique assets and opportunities. The following are recommended strategies for the CRA's brand development:

- 1) Develop a logo and campaign strategy, wayfinding, and banner program
- 2) Produce a full marketing campaign that "tells the story" of Bunnell's CRA aspirational identity, brand, position and opportunities utilizing adopted logo, tagline/campaign strategy and brand standards
- 3) Host a brand launch for the community and a banker & broker event
- 4) Develop a banner program for target areas
- 5) Design and install branded light pole banners in strategic areas that express the "brand message" and highlight the strategic area's unique position
- 6) Design and implement a comprehensive wayfinding signage program, including but not limited to, lighted street name signs, entry and exit wayfinding signs visible at night, lighted public art that serves as wayfinding and district identity
- 7) Create and modify as needed architectural guidelines to support the new brand identity
- 8) Identify locations for "district identity" physical landmarks and gateways
- 9) Capitalize on Bunnell's history and create touring of the Bunnell's historical area, which shall position the district for additional cultural and heritage tourism
- 10) Promote area restaurants and retail within the redevelopment district

4.3 COMMUNICATIONS

Initiatives to effectively communicate the vision for the district as vibrant destination for culture, and activities could be implemented to broaden the appeal of living, working, learning and shopping in Bunnell's Redevelopment Area Plan boundaries. It is recommended the CRA execute the following strategies to drive their communication efforts:

- 1) Develop a logo and campaign strategy, wayfinding, and banner program
- 2) Construct a Communication Newsletter (printed and digital), Social Media and Webpage to effectively promote the work of the CRA to residents
- 3) Encourage advocacy of the vision and brand promise. The CRA could hire or assign a dedicated CRA Marketing and Communications staff member to market and promote Bunnell's Redevelopment Plan stories, milestones, community events and opportunities
- 4) Advance an annual strategic marketing plan that identifies goals and objectives for a comprehensive marketing and communications plan supporting the specific redevelopment projects and programs outlined in this plan
- 5) Launch a comprehensive social media campaign on Facebook, Instagram, Twitter and YouTube or other social media platforms that may come into existence or trend during the implementation of this Bunnell CRA Plan 2023

- 6) Update the CRAs webpage per Florida Statute 189.069 and increase digital presence utilizing the new brand standards guide, keywords and comprehensive messaging strategy
- 7) Build a resident and visitor database (at events, online, etc.) and continually update for the CRA's e-newsletter (at least monthly is recommended, although weekly is ideal). The content developed for the monthly newsletter can be repurposed for the CRA's quarterly printed newsletter as needed.
- 8) Address safety perceptions intentionally as part of the brand repositioning and ensure an effective crisis communications plan is adhered to for safety.
- 9) Include positive stories in the citizen e-newsletter about solved crimes, police officer's community involvement, City improvements, job opportunities, labor force training, cultural events, etc.

4.4 COMMUNITY ENGAGEMENT & COLLABORATIONS

Successful redevelopment requires collaboration with other entities that share common goals with the Bunnell's CRA, including the City, County Tourism, colleges in the area, and local homeowner associations. Programs that could be implemented to spur community engagement and collaborations are outlined below:

- 1) **Neighborhood Ambassador Program**
The CRA could create "Cheerleaders for the CRA" and grow a strong database of people interested in the work in the district so that they can share news about what is going on. These volunteers could meet monthly and attend special events on behalf of the CRA to promote what is going on in the CRA. CRA Advisory Board members should be highly encouraged to become a part of this program.
- 2) **Quarterly Neighborhood Ambassador Event**
The CRA can work with their ambassadors to host a quarterly event at businesses throughout the Community Redevelopment Area Plan to showcase projects and programs that are being implemented. The goal of this would be to get residents involved and take pride in the community and then spread the word about all the work the CRA is conducting.
- 3) **Bunnell Events**
The CRA could encourage Neighborhood Ambassadors and CRA Advisory Board to participate in neighborhood events on behalf of the CRA and community events.

5.0 CONTEMPORARY HOUSING

5.1 GENERAL OVERVIEW

The current demographics of the Bunnell's CRA related to housing include the following: median age of residents is 41 years; median household income is \$30,048, which represents 10% of Flagler County median income (\$62,305); the

percentage of rental units in the community is 51% and owner-occupied units is 48.7%, and the median value of homes is approximately \$187,854. Simply stated,

Bunnell is an older community, the majority of the residents are renters, household income is low, and the housing is not affordable. The CRA could encourage the City, Flagler County Housing Authority, and County to construct affordable housing projects throughout the City and County as well as provide homeownership programs and education so renters can become homeowners. The average household size in the area in 2023 was 3.5, which indicates most households have a child.

The CRA Plan presents opportunity to incorporate and promote “missing middle” housing diversity, such as, single-family homes with potential to allow for and accessory dwelling units (also known as tiny homes, granny flats, etc.), this form of housing can be rented at an affordable price while providing an extra income to the homeowner. Other housing types typology diversity may include duplex, triplex, fourplex, courtyard apartments, bungalow courts, and townhomes but all of these housing types need to have strong design guidelines for longevity purposes.

Tiny Home



Fourplex



Bungalow Courts



5.2 RECOMMENDATIONS FOR EXISTING CRA PROGRAMS AND PROJECTS

There is an initiative underway to address contemporary housing and improved housing within the CRA to help address housing needs, the CRA may desire to continue and improve these programs.

Overview: Contemporary Housing, mostly provided by the Flagler County Housing Authority in Bunnell’s CRA boundary, is in high demand and serves a great need in the community. The City is currently working on a project to rewrite policy in the Comprehensive Plan and include regulations in the Land Development Code mandate portions of developments include housing at an affordable cost based on the median income of City of Bunnell solely.

6.0 FUTURE LAND USE & ZONING

6.1 GENERAL OVERVIEW-FUTURE LAND USE

The Future Land Use is the centerpiece of the Comprehensive Plan because it coordinates the central themes and information found in the plan's element. The purpose of Future Land Use is to define areas within the community that are suitable for various land use activities. The Future Land Use decrees where, when, and at what intensity development will occur, thereby it gives indication of where infrastructure and services are needed.

In general Future Land Use: (Brief Info., Not All Inclusive)

- Establishes the general land use and density/intensity
- Is governed by the Comprehensive Plan
- Contains designations such as "Commercial", "High Intensity-Planned Development" and "Low Density Residential"
- Regulates number of houses per acre, maximum square footage of commercial and units of multi-family per acre.

The real-time principal land uses in the Bunnell's CRA consist of single-family homes (the predominant use), multi-family, educational facilities, government and entertainment buildings, such as the Versie Lee Mitchell Community Center and commercial buildings lining important roadways such as East Moody Boulevard (SR 100) and State Street (US 1). In general, the land uses are typical of an older community.

EXISTING LAND USE

Existing land uses are those uses that currently exist on each parcel within the CRA. Each parcel is unique, in that a Department of Revenue (DOR) code is assigned to each parcel, which provides the present dominant use of the property as shown on MAP 2. Vacant property accounts for the largest use within the CRA, which is approximately 65% of the total area. The existing land use distribution for the CRA can be found in Table 1.

TABLE 1: EXISTING LAND USE

Land Use	Acres	Percent
Commercial	32.56	4%
Office	26.08	3%
Industrial	34.61	4%
SFR	76.94	9%
MFR	7.24	1%
Public	101.99	13%
Vacant	529.77	65%
Water (Lake Lucille)	3.39	0%
Total	812.59	100%

Source: City of Bunnell, 2011

6.2 THE CORRELATION BETWEEN THE COMPREHENSIVE PLAN & CRA

- a. The **Comprehensive Plan** is an important tool city utilize to guide future development of land to ensure a safe, pleasant, and economical environment for residential, commercial, industrial and public activities, Therefore the Comprehensive Plan:
- Governs the Future Land Use of properties with general policies for the location and character;
 - Intended to promote public health, safety and general welfare through efficiency and economy in the process of growth;
 - Addresses a wide range of subjects, including: Future Land Use, Conservation, Housing, Potable Water, Sanitary Sewer, and Transportation;
 - Describes what the community wants its future to be.

The last amendments to the existing Comprehensive Plan were in 2022. A lot has changed since that time and a number of smaller planning initiatives have occurred or underway as well. We will be incorporating the more recent planning efforts into the projects underway at this time and those to come.

- b. A **Community Redevelopment Area (CRA)***(sometimes referred to as Community Redevelopment District)* is an area designated by the local governing body, the City Commission in this case, as a means to ensure that the area would develop with a coherent community vision, and to encourage reinvestment throughout the CRA. As part of the Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes (FS), a CRA is established through a Finding of Necessity. Further, the CRA Act outlines a comprehensive program that provides the legal framework and financing mechanisms with which local government can undertake the unique and complex task of overcoming the conditions that contribute to the causes of slum and blight in certain areas.
- c. The Correlation Of **Comprehensive Plan & Community Redevelopment Area**
As explained above, the Comprehensive Plan is a City-Wide document that serves the intent of providing a vision of future development to control the growth taking place within the city. Whereas the CRA is a special district that serves the intent of being a financial tool for redevelopment of targeted areas to address unique needs such as streetscapes, roadway improvements, and building renovation; just to name a few. Ultimately, though the CRA is a document supporting an independent initiative, the activity shall be in accordance with initially the adopted Comprehensive Plan and the Land Development Regulations.

6.3 GENERAL OVERVIEW-ZONING

Zoning refers to municipal code or local laws and requirements that govern how pieces of land can or can not be developed and what use of land the developed area can serve. Zoning regulations are created in classifications that dictate what

type of properties can co-exist in a particular area to maintain the community's health and public safety.

In general Zoning: (Brief Info., Not All Inclusive)

- Implements the land use and establishes regulations;
- Is governed by the Land Development Code (LDC)
- Contains classifications such as "B-1, Commercial District", "PUD, Planned Unit Development", "R-1, Single-Family District);
- Regulates lot sizes, building heights, setbacks, and limits uses;
- Planned Developments are negotiated districts to establish uses, maximum densities, and other regulations, Zoned to a Master Development Plan and Development Order.

ZONING

A zoning district provides the development regulations to each property, as illustrated on Map 4. The zoning district is typically consistent with the Future Land Use Map. The regulations are specific to each district and include setbacks, building height, permitted uses, impervious surface ratios and other requirements for development. The CRA includes 7 zoning districts and an undesignated category, which is an area that has not been given a zoning classification. As shown in Table 3, the Light Industrial (L-1) zoning district comprises over half of the CRA at approximately 413 acres. The next largest zoning district within the CRA is the Business category that includes the B-1 and B-2 districts, which accounts for approximately 158 acres.

TABLE 3: ZONING

Zoning District	Acres	Percent
Business (B-1)	127.36	16%
Business (B-2)	30.69	4%
Light Industrial (L-1)	415.52	51%
Multi-Family Residential (R-2)	39.77	5%
Multi-Family Residential Zero Lot Line (R-3)	1.58	0%
Office, Medical & Related Service (O-1)	8.68	1%
Public (P)	38.24	5%
Single – Family Residential (R-1)	92.78	11%
Undesignated (ND)	56.93	7%
Total	811.57	100%

Source: City of Bunnell, 2011

a. The Correlation Of Zoning & Community Redevelopment Area

The Community Redevelopment Plan is subject to and must comply with all of the provisions of the City of Bunnell applicable Zoning Designations requirement, unless there is language included in this plan to direct compliance in other manners.

6.4 RECOMMENDATIONS FOR EXISTING CRA PROGRAMS & PROJECTS RELATED TO COMPREHENSIVE PLAN & LAND DEVELOPMENT REGULATIONS

- a. With the Comprehensive Plan being a living document that is updated to respond to changing conditions relating to population, the environment, and the economy. The process of developing and updating the Plan is an effort that requires compiling and analyzing new data, jointly developing critical issues and supportive strategies, and amending the Goals, Objectives, and Policies.

When assessing the current Comprehensive Plan as it relates to this CRA plan, the following conclusions were noted:

1. The Comprehensive Plan must be amended to reflect changes in state requirements since last update, particularly the sweeping changes regarding Contemporary Housing, known as the Live Local Act.
 2. Many policies are out of date and have been accomplished or should be redirected to address the current need; and
 3. Trends and conditions in the City of Bunnell suggest updates to the Elements would strengthen the community vision, as well as the City's implementation efforts.
- b. The Land Development Code (LDC) and its supporting infrastructure are deemed complicated as a result of many years of incremental changes and additions. Findings of review of the LDC was that it has a weak foundation. The existing based zoning districts are ineffective and not context specific, due to treating all areas of the City the same even though they have developed in different patterns and with different characteristics over time. The response to this ineffectiveness of the LDC due it complicated for many to use, it lacks clear organization, and it lacks graphics that can effectively communicate the intent of regulations. This ultimately leads to frustration, with that understanding, some of the content may be changed.

Height and Density: If in the future there is community support, it is recommended to explore an increase in height and the number of units allowed per acre based on the location in the CRA District. Any changes will most likely require a Comprehensive Plan amendment, zoning text amendment, and rezoning. It is also suggested to evaluate microunits as 0.5 units per acre in density unit counts as a means to help address affordable housing.

Ground Floor Uses: The uses facing the corridor are advised to be retail, commercial, civic, and supporting uses such as gym, lobby for an apartment building, building services, we work type uses, and other creative uses. Uses not facing the corridor can be residential.

Parking: On-Street parking may be built and receive credit for adding to the parking supply; one parking space per unit required by zoning. Parking may

be either in a well landscaped surface parking lot preferably in the rear of the property or in a garage. If a garage is built, then a density bonus may be provided for additional floors and dwelling units per acre. Such structure shall be properly buffered from any single-family area bordering the property being developed. No parking lot can face the main corridor of the district but must be hidden in the rear of buildings, not highly visible from the street.

Curb Cuts: Access to parking lots should be by side streets; however, curb cut shall be allowed if none is available in order to access rear parking. One curb cut per block front.

Residential Unit Sizes: Studios not less than 350 square feet, micro-units not less than 250 square feet, one bedroom units not less than 500 square feet and two bedroom units not less than 650 square feet. Small units could be promoted for students, young professionals, and rental rates correspondingly lower than larger market rate units in this area; therefore, more affordable.

Setbacks and Build-to-Lines: In order to create a minimum continuous ten (10) ft sidewalk and provide on-street parking, the right-of-way shall be sufficient. If current public right-of-way is not sufficient, explore a strategy to meet the aforementioned standards, such as right-of-way dedication outright or as an easement dedicated to the City to be able to meet the standard.

A right-of-way study could be conducted to determine portions of the corridor where dedications and/or easements are needed.

State Road (US-1)/East Moody Boulevard (SR-100): The CRA could encourage the City to promote economic development along State Road and East Moody Boulevard, since both are higher classifications due to being a State and County Road which carries high traffic volumes. This corridor is one of the most important regional north-south and east-west connectors to Bunnell and in particular the Bunnell's CRA, and the building form, density, height, setbacks, and other regulations must be conducive to this corridor and therefore allow for a more intense development pattern. This is the corridor that would be a great example of where residents work, live, learn, and shop.

Land Use: Change to a mixed-use overlay district that permits high density, particularly a portion of the residential for accessory dwellings units and micro units. The future land use designation will need to be redefined to include a density concept which takes into consideration multiple forms of transportation and pedestrian.

In response to the mixed-use overlay district, is it imperative to adopt during the rewrite of the Land Development Code and convert into a Unified Development Code in order to have greater control over form, mass, height, implementation of plazas, and parking (consider the feasibility of introducing on-street parking, which would require additional right-of-way).

The City government provides many important services, but one function that stands apart is its impact on current and future generations, the authority to engage in community planning. Specifically, a Comprehensive Plan is an expression of the community's vision. The Comprehensive Plan is an important tool for cities to guide future development of land to ensure a safe, pleasant, and economical environment for residents, commercial, industrial, and public activities. Therefore, the Comprehensive Plan helps:

- Preserve important natural resources, agricultural land, and other open lands;
- Create the opportunity for residents to participate in guiding the community's future;
- Identify issues, stay ahead of development trends, and accommodate change;
- Ensure that growth make the community better, not just bigger;
- Foster sustainable economic development;
- Ensures more efficient and cost-effective infrastructure and public services;
- Provides an opportunity to consider future implications of today's decisions;
- Protect property rights and values;
- Enable other public and private entities to plan their activities in harmony with the city's plans.

As described above, the Comprehensive Plan sets forth the vision and goals of the city's future, and provides the overall foundation for all land uses policies in the city. The adopted City's Comprehensive Plan outlines the vision and goals of Bunnell through the calendar year of 2035.

6.5 COMMUNITY REDEVELOPMENT PLAN (CRA)

Under Florida law (Chapter 163, Part III), local governments are able to designate areas as Community Redevelopment Areas when certain conditions exist. Since all the monies used in financing CRA activities are locally generated, CRAs are not overseen by the state, but redevelopment plans must be consistent with local government comprehensive plans. Examples of conditions that support the creation of a Community Redevelopment area include, but are not limited to: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways, and inadequate parking. To document that the required conditions exist, the local government may create a Community Redevelopment Area to provide the tools needed to foster and support redevelopment of the targeted area.

Many cities struggle with how to initiate the redevelopment of redevelopment areas and improve lives for existing community members, while not inadvertently making the community more unaffordable through subsequent increased rents and property taxes. This affordability challenge can be coupled with private and public investments that create exclusive spaces to culminate in a perfect storm of making existing community members feel

unwelcomed over time. The Bunnell CRA Plan aims to address these complex challenges head-on by prioritizing redevelopment that honors the legacy of Bunnell and invests in strategies for contemporary housing (commonly known as Affordable Housing or Attainable Housing), workforce training, and poverty alleviation for its residents.

Ultimately, the Community Redevelopment Plan is set to address the unique needs of the targeted area. The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area. Examples of traditional projects include: streetscapes and roadway improvements, building renovations, new building construction, flood control initiatives, water and sewer improvements, parking lots and garages, neighborhood parks, sidewalks, and street tree plantings. The plan can also include redevelopment incentives such as grants and loans for such things as façade improvements, sprinkler system upgrades, signs, and structural improvements. The redevelopment plan is a living document that can be updated to meet the changing needs within the Community Redevelopment Area; however, the boundaries of the area cannot be changed without starting the process from the beginning.

6.6 THE CORRELATION BETWEEN COMPREHENSIVE PLAN & COMMUNITY REDEVELOPMENT PLAN

Like the City's Comprehensive Plan the Community Redevelopment Plan is an evolving document, which is evaluated and may be amended on a regular basis, as necessary, in order to accurately reflect changing conditions and community objectives.

Also, the Florida Statutes requires the Community Redevelopment Area Plan be consistent with the City's Comprehensive Plan. In order to remain current in the fast-paced environment, the CRA is amended when programs are changed or as new programs and projects that were not included in the original plan are proposed. To maintain consistency with the City's adopted Comprehensive Plan, a two-tiered approach is used during the amendment process.

6.7 EXISTING LAND USE

Existing land uses are those uses that currently exist on each parcel within the CRA. Each parcel is unique, in that a Department of Revenue (DOR) code is assigned to each parcel, which provides the present dominant use of the property as shown on MAP 2. Vacant property accounts for the largest use within the CRA, which is approximately 65% of the total area. The existing land use distribution for the CRA can be found in Table 1.

TABLE 1: EXISTING LAND USE

Land Use	Acres	Percent
Commercial	32.56	4%
Office	26.08	3%
Industrial	34.61	4%
SFR	76.94	9%
MFR	7.24	1%
Public	101.99	13%
Vacant	529.77	65%
Water (Lake Lucille)	3.39	0%
Total	812.59	100%

Source: City of Bunnell, 2011

6.8 FUTURE LAND USE

Future Land Use

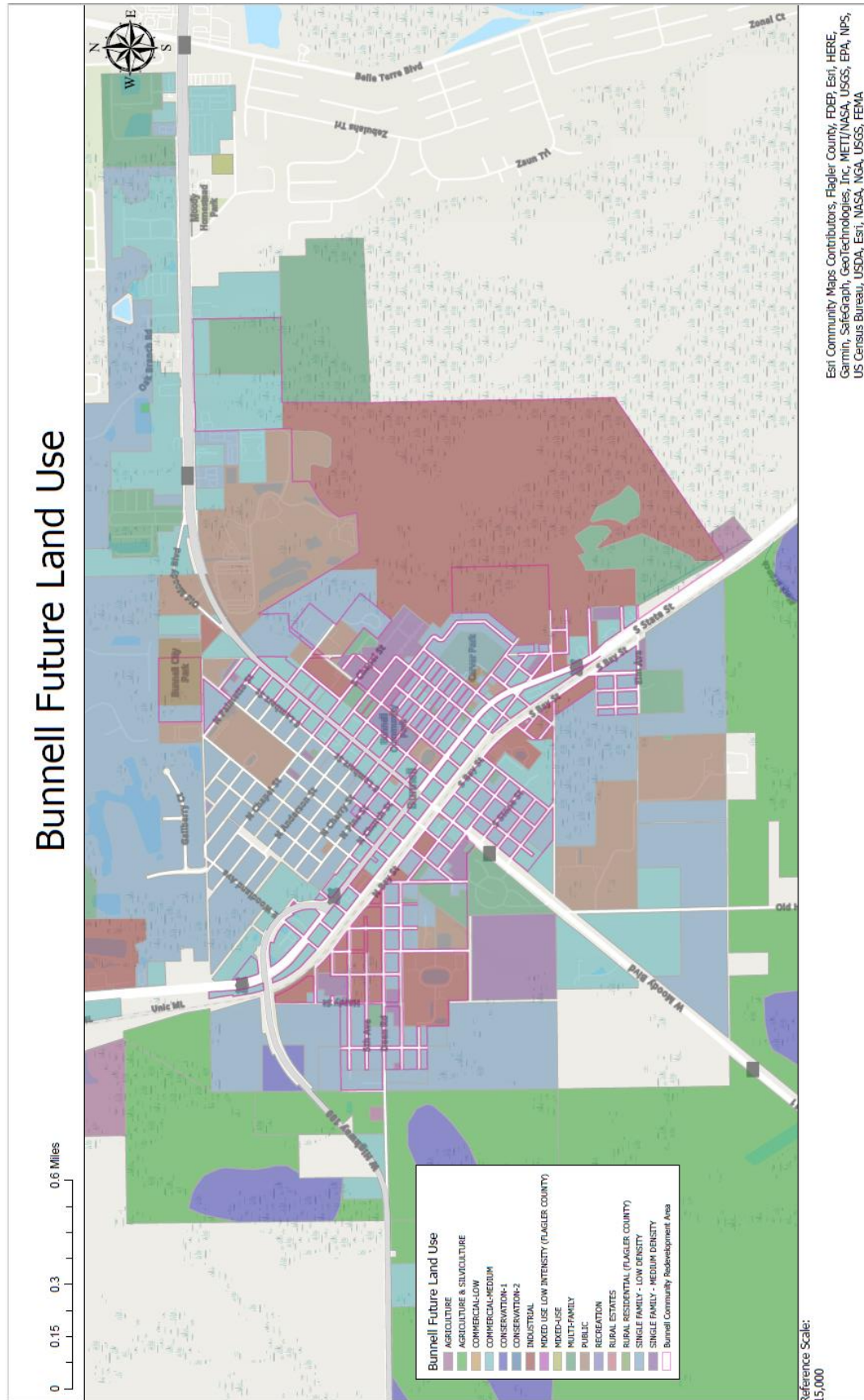
Future Land Use designations are derived from the City's adopted Future Land Use Map contained in the adopted Comprehensive Plan. The designated use for each parcel is the projected use for the next 10 to 20 years as displayed on Map 3. The predominant Future Land Use (FLU) designation within the CRA is the Commercial category, which comprises approximately 144 acres. The second largest FLU designation is Industrial, which totals approximately 120 acres. The remaining FLU distribution within the CRA is contained in Table 2.

TABLE 2: FUTURE LAND USE

Future Land Use Category	Acres	Percent
Commercial	143.77	18%
Flood Prone Area	37.29	5%
Industrial	120.64	15%
Mobile Homes	0.11	0%
Multi-Family	36.85	5%
Public	22.20	3%
Recreation	4.68	1%
Single Family - Low Density	112.72	14%
Single Family - Medium Density	27.35	3%
Single Family – Vacant	40.96	5%
Undefined	2.50	0%
Wetlands	262.05	32%
Total	811.13	100%

Source: City of Bunnell, 2011

6.9 FUTURE LAND USE MAP



6.10 EXISTING ZONING

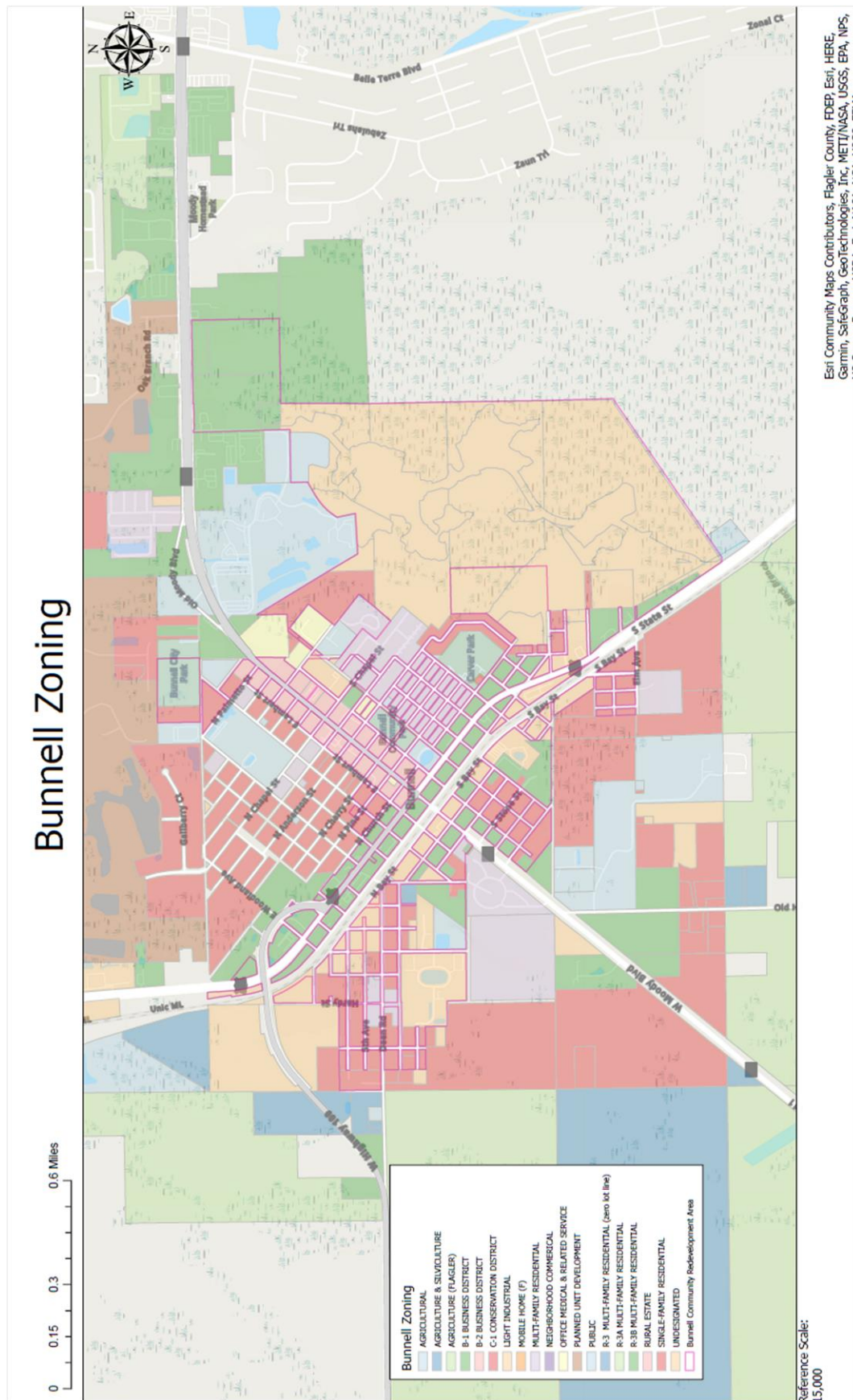
A zoning district provides the development regulations to each property, as illustrated on Map 4. The zoning district is typically consistent with the Future Land Use Map. The regulations are specific to each district and include setbacks, building height, permitted uses, impervious surface ratios and other requirements for development. The CRA includes 7 zoning districts and an undesignated category, which is an area that has not been given a zoning classification. As shown in Table 3, the Light Industrial (L-1) zoning district comprises over half of the CRA at approximately 413 acres. The next largest zoning district within the CRA is the Business category that includes the B-1 and B-2 districts, which accounts for approximately 158 acres.

TABLE 3: ZONING

Zoning District	Acres	Percent
Business (B-1)	127.36	16%
Business (B-2)	30.69	4%
Light Industrial (L-1)	415.52	51%
Multi-Family Residential (R-2)	39.77	5%
Multi-Family Residential Zero Lot Line (R-3)	1.58	0%
Office, Medical & Related Service (O-1)	8.68	1%
Public (P)	38.24	5%
Single – Family Residential (R-1)	92.78	11%
Undesignated (ND)	56.93	7%
Total	811.57	100%

Source: City of Bunnell, 2011

6.11 ZONING MAP



7.0 INFRASTRUCTURE, TRANSPORTATION & CONNECTIVITY

7.1 GENERAL OVERVIEW

The subjects of infrastructure, transportation, and connectivity are important to the preservation and economic growth of the Bunnell's CRA Plan boundaries since connecting to places of employment and places of education/training will enable residents to improve their lives and gain greater stability. Infrastructure, which is well-planned, beautified, and enables not only the residents to connect to employment centers, such as the Flagler Commercial Parkway, but it also enables outside consumers wishing to entertain themselves at cultural events and enjoy special retailing of the area to easily access Bunnell and enjoy the trip as the connection is made. Recently new retail facilities have been opened along State Street (US 1). It is important to provide easy access and attract consumers from not only inside the Bunnell Redevelopment Area, but also the larger metropolitan area.

7.2 INFRASTRUCTURE

The City of Bunnell is anticipating substantial growth in the next 7 years. The is a trend that is expected to continue in the future 20 year build out horizon. The opportunity for growth in Bunnell has highlighted the importance for a plan for improvement and expansion related to infrastructure.

7.3 PROJECT(s)

WATER MASTER UTILITIES

Improving deficiencies within water master utilities is crucial for ensuring access to clean and reliable water for city residents. WTP and PWS improvements are needed to ensure that the future potable water demands can be met. Investments should be made to upgrade and maintain water infrastructure including pipelines, treatment plants, pumping stations, and storage. Investing in modern technologies and equipment can increase efficiency and reduce water losses. Infrastructure improvements can make significant progress in improving deficiencies within its water master utilities leading to more sustainable, resilient, and reliable water management for its residents and businesses. Rehabilitation and construction of additional production wells is of "high priority" to the city. The city's raw water issues are two-fold. The first dilemma is that there is an inadequate supply of reliable potable water due to the limited number, age, and condition of the existing wells. Further, the City's well capacity does not allow for flexibility of operations or redundancy in the event of a well malfunctioning. The second is that the brackish water blends pose a water quality issue for the City's Wastewater Facility due to permit restrictions, as a result of the elevated chloride levels. Rehabilitation of existing wells should be the priority to improve the reliability of the raw water. The City is experiencing pressure issues under its current demands. It therefore goes without saying that the future demands on the

System will only increase these pressures shortcomings. To efficiently and cost effectively rectify this deficiency is to upgrade and upsize the Plant's HSPs.

WASTEWATER SYSTEM

The City's wastewater system will require improvements to address current deficiencies as well as meet future wastewater demands. The City's sewer utility has substantial capital needs over the next 10 years, including upsizing sewer pipes, manhole and sewer line rehab/lining, lift station rehab, wastewater treatment plant construction, constructing a new pond and reclaim water main. Also, the construction of a new 8-inch force main down SR 100 from lift station #7 East of Belle Terre.

7.4 ROADWAY

The city will require roadway rehabilitation to enhance the existing rural infrastructure by revitalizing and improving the condition of roadways within the city. The city requires comprehensive repairs, resurfacing, and upgrades to ensure smoother and safer travel for residents and commuters. The rehabilitation efforts will encompass various elements, such as repairing potholes, improving drainage systems, mill and pave, full depth reclamation and enhancing pavement markings. This project will not only enhance the overall functionality and aesthetics of the city's road network but also contribute to the overall quality of life and transportation experience for the community.

8.0 WETLANDS

Wetlands are prevalent in Flagler County extending across much of the county landscape. The City of Bunnell and the CRA also contain wetlands throughout each boundary, as shown on Map 5. The CRA includes approximately 268 acres of wetlands, which accounts for approximately 1/3 of the CRA total area. The majority of those wetlands are present along the eastern portion of the CRA, where an extended system continues to Palm Coast, Flagler County Airport and the Intracoastal Waterway.

Wetland Mitigation may be a necessary measure to maximize the development potential of some of the properties with wetlands present. There are three options for wetland mitigation banking available to the CRA as described below.

UTILIZATION OF MITIGATION BANKS AND PROGRAMS

Although minimizing negative environmental impacts should always be the first priority, one of the tools available to mitigate the impact of potential development of wetland areas are mitigation banks. By purchasing available credits from the mitigation banks that service the CRA area, developers may mitigate the impacts associated the development of wetlands. The CRA is in the Crescent Lake mitigation basin. The mitigation areas that service the CRA are: the Barberville mitigation bank; the Brick Road mitigation bank and

the Fish Tail Swamp mitigation bank. The following table, Table 4, details the mitigation banks credits availability, uses, and current contact information.

Wetland mitigation bank allow developers to buy wetland credits for wetlands that are going to be disturbed or destroyed during the development process. They allow a developer to maximize the use of their site. Because mitigation bank credits are created prior to impacts, purchasing credits from a mitigation bank decrease permitting time. The cost is often lower than acceptable alternatives. Regulatory burden and risk are passed from the developer to the mitigation bank. Regulatory officials favor mitigation banks due to the consolidation of project parcels to make monitoring easier for strained agencies.

The Department of Environmental Protection, U.S Army Corps of Engineers and St Johns River Water Management District are the regulatory agencies regarding wetland mitigation banking for the State and region. These agencies are charged with permitting the mitigation bank through rigorous environmental engineering and coordination. Credits are purchased through the mitigation bank which closely cooperates with the three agencies that monitor the allocation of credits being distributed.

TABLE 4: WETLAND MITIGATION BANK INFORMATION

Mitigation Bank	Currently Available Credits	Uses	Contact Information
Barberville	61.07	Freshwater wetlands, uplands	Mr. Tom Roberts Regional Science Manager res.us RES 116 E. Indiana Ave. DeLand, FL 32724 Email: troberts@res.us Phone: (386) 734-1950 Cell Phone: (407) 399-0521 Fax: (386) 734-1952
Brick Road	501.22	Freshwater wetlands	Mr. William (Bill) Schroeder - Sponsor Mitigation Development Services, LLC 9995 Gate Parkway North, Suite 330 Jacksonville, FL 32246 Email: bill@mitigationdev.com Phone : (904) 421-3265 Cell Phone: (904) 536-3386
Fish Tail Swamp	860.14	Freshwater wetlands	Mr. William (Bill) Schroeder - Sales POC Mitigation Development Services, LLC 9995 Gate Parkway North, Suite 330 Jacksonville, FL 32246 Email: bill@mitigationdev.com Phone: (904) 421-3265 Cell Phone: (904) 536-3386

Source: Army Corps of Engineers, Regulatory In-Lieu Fee, and Bank Information Tracking System, 2022

FLOOD ZONES

Similar to wetlands, 100- year floodplains or food zones are prevalent in Flagler County extending across much of the county. The City of Bunnell and the CRA also exhibit 100-year floodplains throughout each boundary, as displayed on Map 6. The CRA contains approximately 350 acres of land within Flood zone A, which is considered the 100-year floodplain. Developed properties within the 100-year floodplain are required to have flood insurance to cover property damage resulting for a storm event. (See Appendix D, (Bunnell Wetlands))

TABLE 5: FLOOD ZONES

Flood Zone	Acres
A (100-Year Floodplain)	350.05

Source: Federal Emergency Management Agency, 2011

9.0 QUALITY OF LIFE

9.1 GENERAL OVERVIEW

There are many factors that contribute to a resident's satisfaction with their communities. There have been reports that revealed that attachments to a place was deeper for people who spent more time in the main City, as well as those who reported choosing the City for "quality of life" reasons versus those there for family or jobs. In the same reports, quality of life was defined in very general terms, with respondents saying that they just like the area, its vibrancy, its strong economy or its affordability. There are some areas that affect a resident's quality of life, that CRA may not have domain over, but can influence to better the overall quality of life for residents. Improving the quality of life for Bunnell's CRA district residents will produce more satisfied citizens, so it is recommended the CRA work with partners in increasing educational achievement, encouraging healthier communities, addressing environmental sustainability, and implementing strategies to make the community feel safe.

10.0 ADMINISTRATION & GOVERNANCE

10.1 GENERAL OVERVIEW

The administration of the CRA is critical in accomplishing the numerous programs and projects that are described in this Bunnell CRA Plan of 2023. Any initiatives that enable the agency to effectively and efficiently to produce required documents and implement projects and programs should be pursued. The following sections describe administrative measures that are recommended to be pursued.

10.2 RECOMMENDATION FOR EXISTING CRA PROGRAMS

CRA Plan Updates, Annual Report, and Other Reporting Requirements
As a routine matter it is recommended the CRA update its CRA Redevelopment Plan every five (5) to ten (10) years, noting its accomplishments, confirming its priorities which may have not yet been completed, and adopting additional initiatives to be accomplished in one, five, and ten-year increments. This Bunnell CRA Plan of 2023 is an update from the original CRA Plan adopted in 2007, a period of 16 years. Furthermore, the CRA on an annual basis will present to the public a progress report, describing its accomplishments for the year. The Annual Report presentation will also be an opportunity for the CRA to obtaining public input about not only the progress report, but also about other suggested initiatives. The Annual Report shall be listed on the CRA Webpage per Florida Statute 163.371(2).

The CRA shall also produce other reporting requirements per Florida Statute 163.371.

11.0 CONCLUSION & IMPLEMENTATION SUMMARY

The Bunnell CRA has completed many projects and implemented several programs since its inception to revitalize the community. This Bunnell CRA Plan of 2023 recommends additional project and programs for the next phase of redevelopment in the district. The proposed schedule below provides a timeline for those recommended projects and to continue in this Plan. The schedule of the projects is based on the community's input on priorities of the need to start projects for sequencing.

12.0 APPENDICES

Appendix A-Bunnell Community Redevelopment Area, Map
Appendix B-Bunnell Community Redevelopment Area, Legal Description
Appendix C- Ten Year Plan-Eliminating Blight
Appendix D- Wetlands Map
Appendix E-Definitions

13.0 APPROACH

The purpose of this Implementation Plan is to provide the CRA with a clearly articulated statement of goals, strategic priorities and outcome measures.

A goal is defined as a statement of general purpose and direction; it is the ultimate end result. The goal is the accomplishment toward which all of your effort is directed.

There are 15 programmatic goals:

Overall CRA Objectives

1.To eliminate slum and blight area and prevent their reoccurrence.	A
2.To eliminate substandard and obsolete buildings, blighting influences and environmental deficiencies which detract from the functional unity, aesthetic appearance and economic welfare of the area and also prevent the occurrence of blight and blighting influences.	
3.To develop and implement enhanced community policing innovations.	
4.To provide for the improvement and extension of utilities to promote the economic growth of City of Bunnell CRA.	
5.To assemble land into parcels functionally adaptable with Respect to shape and size for disposition and Redevelopment in accordance with contemporary Development needs and standards.	
6.To make physical improvements that will be sufficient in scope and character to bring about a distinct and visible renewal of the area.	
7.To encourage coordinated development of parcels and Structures in order to achieve efficient building design, unified off street parking, and internal pedestrian connections	
8.To minimize the points of friction between pedestrian and Vehicular traffic and to maximize the opportunities for Pedestrian activity.	
9. To achieve architectural, site planning, and landscape Design of the highest standards on all public and private Property, including streets.	
10. To establish a pattern of land use activities arranged in Compact, compatible groupings to increase efficiency of Operation and economic relationships	
11. To encourage the provision for affordable housing, Renovation, rehabilitation and conservation of existing Structures not scheduled for removal.	
12. To strengthen the image of City o Bunnell CRA as a place to do business, work and invest.	
13. To enhance the appearance of the public places and rights-of-ways	
14. To improve the usefulness of the public and private open Space in the area.	
15. To improve employment opportunities, economic stability and Productivity and to increase public revenue within CRA.	
16. Continue revitalization efforts through the promotion of Cultural art related activities, events, institutions and Businesses, creating related jobs and economic Development.	
17. To ensure a variety of commercial, office, and or industrial Land use, this will physically and economically Complement development within the CRA.	
18. To encourage the development of commercial usus along Major thoroughfare.	
19. To encourage the use of local resources in the Development of the CRA whenever economically feasible.	

20. Promote the retention of existing, and development of new And diverse, employment opportunities.	
21. Encourage the cooperation and participation of property Owners, public agencies, and community based Organizations in the elimination of blighting conditions And the promotion of new or improved development Within the CRA.	
22. Provide a procedural and financial mechanism by which The Agency can assist, complement and coordinate public. and private development, redevelopment, revitalization and enhancement of the community.	

Within these goals are clearly articulated Strategic Priorities (objectives), Strategies (inputs) and Outcome Measures. In keeping with the principles of Results Oriented Management and Accountability (ROMA), the strategic priorities or objectives are statements describing what the activity will achieve; strategies or inputs are resources a program uses to achieve program objectives. (Within some of the strategies we will utilize benchmarks for comparative purposes) and finally outcome measures, which is a quantitative assessment of the results, effects or impact of a program activity compared to its intended purpose.

THE CRA'S PROGRAMMATIC GOALS AND STRATEGIC PROJECTS

The city's survival as a governmental entity is dependent upon the generation of adequate tax revenues to meet the service needs of its residents. Projects that increase the overall marketability of the city as a commercial, recreational and residential area will ultimately increase the tax base. The CRA programs aimed at the elimination of slum and blighted conditions and improving. The standard of living of its residents are intended to be catalysts for the revitalization of the entire area. Additional projects aimed at increasing job growth and generating pedestrian activity in the Fashion Row district, Foster Road and US 1 complements the process by focusing on some of the underlying problems that originally resulted in slum and blighted conditions.

A. Administrative

Goal

To create and administer CRA programs, projects and activities that results in the elimination of slum and blight conditions and / influences; to provide the highest quality service by developing common goals with the public through a commitment to excellence, integrity, teamwork and caring; to ensure that all processes are user friendly; to ensure that appropriate administrative systems and financial controls and / or accountabilities are instituted within the operations.

Strategic Objectives

- Streamline loan and grant application approval processes for all programs.
- Create a strong CRA financial management system.
- Compliance with F.S 163.30 part III to prevent and eliminate slum and blighted conditions within the community, the Community Redevelopment Act confers upon counties and municipalities the authority and powers to carry out "Community Redevelopment."
- To enhance public transparency and accountability.

Strategies

- Develop program reporting instrument with measurements and/ or success indicators.
- Prepare program reporting instrument with measurements and/or success indicators.
- Prepare monthly and quarterly financial reports.
- Provide policy guidance and CRA direction toward highest priorities.
- Document and disseminate CRA Project results
- Increase awareness of CRA programs through local partnerships with the Chamber of Commerce. Historical Society, Banks, and Community based organizations.
- Promote effective communication and a cohesive, cooperative spirit among the various public and private leaders in the community using the talents of existing civic organizations and committees.

- Ensure the provisions of suitable public information services concerning all aspects of the redevelopment program, such as, radio, tv, electronic and print media, including neighborhood and civic organization meetings.
- Institute procedure to formalize all CRA board actions through resolution or ordinance.
- Codify all CRA Board actions by resolution.
- Ensure appropriate level of staffing and Human resources to administer the CRA plan.
- Establish CRA by-laws.
- Assist significant projects with payment of permits, development fees and impact fees.

Success Indicators

- Executed memorandums of understanding (MOU) for all services purchased by the CRA
- Performance based contractual agreements for all program loans and grants administered by the CRA
- Monthly and quarterly financial reporting
- Monthly project and program accomplishments reporting.
- Codified CRA policies and procedures
- Monthly dissemination of CRA good news and accomplishments to media, partners, and Chamber of Commerce.

Projects

- Payment of permits and development fees of significant value in CRA areas.
- LDC update accessory dwelling units, reduce parking, reduce setbacks, lot size, increase building height.
- Develop CRA design guidelines.

B. Public Safety

Goals

To reduce crime and disorder by carefully examining the problems in CRA neighborhoods CRA then applying appropriate problem-solving remedies.

To create a drug and crime free environment and provide safety and protection to property owners, business owners and visitors; collaboration between the police, community, and other stakeholders that identifies and solves community problems.

To become active allies in the effort to enhance the safety and quality of the neighborhood within the CRA.

Strategic Objectives

- Continual enhancement of crime prevention and proactive policing strategies and initiatives
- To provide a front-line service delivery system that both anticipates and reacts to the demands generated in the CRA.
- To develop strategies to reduce property crimes.
- To maintain and integrated approach to youth crime prevention, intervention, and enforcement in cooperation with other CRA stakeholder groups and agencies.
- To be both proactive and interactive in respect to dealings with victims and other disadvantaged or vulnerable persons to the CRA.

Strategies

- Implement and employ community-oriented response enforcement within the CRA.
- Deploy resources to ensure adequate and effective proactive policing strategies.
- Continue initiatives to increase officer visibility to the general public.
- Maintain and enhance community-based crime prevention initiatives and partnership.
- Identify property crime trends and patterns through crime analysis.
- Utilize directed enforcement strategies (problem-oriented policing) to maximize effectiveness of police resource deployment.
- Provide the street crime unit resources to assist with breaks and enter investigations.
- Continue partnerships with schools and other agencies to deliver programs for youth within the CRA.
- Incorporate accredited, safe neighborhood design techniques for all public places and for proposed public/private co-venture projects.

Success Indicators

- An overall reduction in the fear of crime and increased feelings of public safety encourage greater enjoyment of City businesses and amenities.
- Neighborhood revitalization through mitigation of distressed and abandoned properties that traditionally provide a safe haven for crime.
- A more livable community with a greater sense of security for residents and businesses, which will attract new residents and businesses.
- A reduction in juvenile crime is achieved through gang awareness, identification, resistance training and dedicated enforcement against gang related crime.
- An overall reduction in actual crime as measured by index offenses and UCR statistics accompanied by an increase in stake holders' sense of safety within the CRA as measured by stake holder surveys.

Projects

- Acquire Public Relations Materials: The Police Department will acquire popular items to provide residents with during community policing events within the district to foster positive relationships with a variety of community members.
- Increased Patrols: Instead of creating new positions for police officers within the district, funding to provide overtime will be dedicated to allowing for up two officers to provide enhanced community policing and patrols within the district twice per week for up to four hours per officer. A monthly report will be prepared indicating the officers who worked, the hours worked, and the results of the enhanced services.

C. New Business and Targeted industry Recruitment Program

Goal

To proactively recruit new businesses, commercial/retail offices, and targeted industries to the CRA area through its business development programs and the Chamber of Commerce Partnerships.

Strategic Objectives

- Create Bunnell, a business-friendly brand.
- Increase and diversify tax base.
- Create a more balanced tax base between residential and light industry and office.
- Stronger Code compliance

Strategies

- Establish a more unified business recruitment effort and approach.
- Establish lists of active prospects through external marketing program.
- Serve as an ombudsman to businesses to provide equitable, and expedient permitting processes.
- Develop and assemble all economic development tools for the ED program.
- Conduct ongoing appraisals of the City's major benefits, greatest strengths, and unique characteristics to ensure the City's CRA competitive edge.
- Develop information packages outlining funding sources and financial assistance; information regarding site locations; labor types available; the availability of workforce training programs.
- Establish a pro-active public relations program designed to increase national and international awareness of the City/CRA of Bunnell

Success Indicators

- Number of new businesses recruited.
- Types of new businesses recruited.
- Number of new commercial and industrial construction
- Number of new jobs created.
- Dollar amount of gross capital investment
- Dollar amount of payroll created.
- Dollar amount of incentive granted.
- Number of Business- To – Business forums held.

D. Small Business and Existing Industry Program

CRA investments in local business opportunities can have positive impacts on employment, tax base, and the physical environment, all of which are positive steps toward the elimination of slum and blighted conditions. This program will focus its efforts on generating and sustaining business activity.

Goal

- To facilitate small and existing industry development, to generate job growth, increase capital investment and additional tax revenues growth.

Strategic Objectives

- Provide economic stimulation to the CRA.
- Increase business opportunities within the CRA.
- Increase employment opportunities within the CRA.
- Decrease vacancy rates of commercial space within the CRA.
- Enhance Code compliance.
- Reduce slum and blighted conditions within the CRA.

Strategies

- Provide necessary information & education to inform existing businesses of programs, grants, business assistance funding, technical assistance opportunities for retention and expansion.
- Utilize a business incentive program for retention and expansion.
- Provide an Ombudsman to provide an equitable and expedient permitting process.

Success Indicators

- A number of small businesses assisted.
- Number of existing industries assisted.
- Total number of jobs created.
- Total number increased of payroll.
- Number of local vendors utilized.
- Gross capital investment
- Gross ad valorem increase
- Value dollar amount of incentives grants.

Program

- Business mentoring program

E Affordable Work Force Housing

Goals

To create affordable workforce housing opportunities for first-time homebuyers, public employees, first responders.

To provide financial opportunities to area residents to improve their living conditions or by creating incentives for additional private investment.

To facilitate the rehabilitation of existing housing and the creation of new affordable/workforce housing.

Strategic Objectives

- Stabilize and preserve neighborhoods through redevelopment and the elimination of blight.
- Provide affordable/workforce housing for a resident who are of very low to moderate income level.
- Assist homeowners in relocating as a result of CRA redevelopment projects and land acquisition.
- Create housing opportunities for a mix of ages and income levels within the CRA district.
- Encourage the creation of affordable housing by the private sector.
- Encourage the upgrading of existing substandard structures through enforcement of the City's Housing and Building Codes and the provision of financial incentives for rehabilitation.

Strategies

- Create affordable housing plans (first time homeowner, SR housing, First Responder, Teachers, housing rehabilitation, acquisitions of foreclosures).
- Establish partnerships with other agencies and entities as appropriate to combine land, funding, and other resources for affordable/workforce housing delivery.
- Acquire property for the construction of new affordable housing, to be developed either privately through RFP process or by the CRA in partnership with other housing providers.
- Provide relocation assistance as necessary for residents displaced through the CRA's Redevelopment projects.
- Provide subsidies to assist income qualified buyers in obtaining affordable housing.
- Make funding available for the substantial renovation and rehabilitation of existing affordable units, façade upgrades, driveways, landscape improvements, life/safety, roofing, driveways and drainage, architectural assistance, and infrastructure improvements.
- Partner with a non-profit organization to provide a comprehensive homeownership preparation program.

Success Indicators

- Number of new affordable units added or built.
- Number of first-time homebuyers
- Number of partners and providers engaged in the affordable workforce housing effort within the CRA.

F Neighborhood Improvement Program

Goal

- To provide support infrastructure and neighborhood enhancements, such as water/sewer enhancements; drainage improvements; modification to the traffic circulation systems; pedestrian safety enhancements; streetscape projects; parks and recreation /cultural facilities upgrades; and parking provisions.

Strategic Objective

- To provide necessary utilities at acceptable levels of service to accommodate existing needs and new demands as proposed development and redevelopment occur.

Strategies

- Implement recommendations identified in the city's Recreation Master Plan
- Partner with all appropriate government and private utilities to ensure the provisions of adequate services including electricity, telecommunications, cable television, potable water, storm water management, drainage, sanitary sewer, gas, road, landscape and streetscapes, and pedestrian enhancements.
- Promote and support cultural facilities.
- Promote historic preservation.
- Encourage adaptive re-use of historic buildings.
- Strengthen the viability of historic area within the CRA

Programs

- Community support creates group to help residents with grass cutting, landscaping, maintenance.
- Residential / Commercial quarterly beautification awards
- Community Cleanup day (Earth Day)
- Farmers Market once per month.
- Refresh Bunnell painting refresh houses/business in the CRA district

Projects

- Bunnell's Multi-Use, "Main Spine" Trail Initiative
Multi-Use trails accommodate a variety of trail users which include, but not limited to walkers, joggers, recreational bikers, commute bikers, and horseback riders (as appropriate) within the same trail corridor. This type of trail serves the highest volume of users. The intent of this trail is to plan to provide vibrant destinations where people come together. It is a place to enjoy the amenities and unique heritage of the community, benefiting the city economically and socially.
- Bunnell's – Streetscape Initiative
Generally, great streets balance the needs of pedestrian, bicycle and vehicle traffic and are crucial to the development of an economically

sustainable redevelopment district. While it is recognized that Bunnell is primarily a “driving” place, the city should be different. The option to walk should not only be practical but inviting. Although streetscape improvements mostly stem from a desire to beautify a place, the economic impact of “walkability” should not be underestimated. The fact is that every transportation trip and the ability to reach goods and services begins and ends with walking. So, walkability very much affects not only the visual quality of the urban environment; it has direct implications on the economic viability of the City of Bunnell as a whole.

Most streets in the CRA are out of balance and favor the convenience of drivers. There needs to be a concerted effort to bring better balance for the needs of pedestrians and cyclists. Perhaps the first step in this process is to establish urban criteria applicable to the Community Redevelopment District specifically. Generally, the most basic of streetscape components include ample sidewalk widths; good lighting; sufficient area dedicated to landscaping and the street trees; adequate buffers between pedestrian and vehicular

Traffic (landscaping and/or on-street parking) well-marked crosswalks; and, in some cases, bike lanes and transit stop. They can be embellished with unique materials and street furniture (i.e., benches, trash receptacles, bike rack, etc.); pervious areas to aid in stormwater retention; wayfinding and event signage; shade structures, or gateway features at strategic locations.

Further, the character of streetscapes is highly influenced by adjacent development. Ideally, buildings (rather than parking lots, service areas, exposed waste receptacles, etc.) front the sidewalk. While the prevailing pattern of development in Bunnell is the opposite, new infill development can begin to establish character. Existing development can add additional landscaping and dedicated outdoor areas to amenities such as café seating to the degree possible.

- Bunnell’s Housing Revitalization Initiative
By addressing the problems associated with substandard and dilapidated housing, the City of Bunnell and CRA have the opportunity to mitigate a major blight contributing factor to the Bunnell’s Community Redevelopment Area. The City of Bunnell is to document instances of severely deteriorated housing in the Redevelopment Area. In addition to an unsightly visual appearance, many of the area’s dilapidated structures may be structurally unsound, unsanitary, and unsafe. The following initiative may make substantial improvements to the stability of residential neighborhoods and to the quality of the available housing stock to help address the shortage of affordable housing.
- Increase street lighting on City streets

G Historic Preservation

Goals

The CRA intends to assist the Flagler Historical Museum and Preservation Society to guide preservation activities in Core City of Bunnell to encourage wide appreciation of the City's cultural resources; to mobilize the preservation community and to create a climate where public policy and sustainable funding work together to promote historic preservation. Historic properties include prehistoric and historic archeological sites, historic districts, buildings, structures, objects, and the historic environment in which they exist.

Strategic Objectives

- Create cultural corner.
- Contract with Flagler Historical Society Inc to facilitate.
- Assess Re-Adaptive use of County Historic Court House
- Historic Preservation Studies
- Assist with Historic designation of properties.
- Encourage multi-family development near the historic downtown to strengthen the local market for retail, restaurants, and services and improve economic vibrancy and resiliency.
- Enhance the District's ability to host more programmed events in the cultural corner area that will encourage redevelopment, investment, and removal of blight.
- Continue to advance complete streets concepts and principles that will enhance lighting, safety, parking availability, walkability, and aesthetic appearance throughout the district.

Programs

- Identify and restore historic housing that may be in a state of deterioration but otherwise is structurally sound.

Projects

- Historic preservation placards for properties (Bunnell's Historic Marker Initiative)
Bunnell's history is built on the stories, cultures, memories, and identities of the city's people and places. In the Bunnell's Community Redevelopment District we are working to ensure that Bunnell is well-known to champion and enact a wide range of historic preservation initiatives with initially placing historical markers. The purpose is to utilize markers as an avenue to mark and interpret places important to understanding Bunnell's past, either as the sites of significant events, or at historic properties such as buildings, sites, structures, or other resources significant for their design, as example of a type, or for their association with institutions or individuals significant in local, state, or national history.

- Funding for relocation of historic structures; rehab of historic structures; completing applications and paying fees to get historic structures in the CRA on the National Register.

H Land Acquisition, Development and Related Activities

Goal

Implement the full spectrum of land acquisition and demolition including the purchase of developed and /or vacant properties for purposes of affordable housing, economic development, assemblage and sale, the actual development/redevelopment of properties, environmental assessments and/or remediation of contaminated properties.

Strategic Objectives

- To encourage the acquisition, demolition, and reuse of those properties which, by virtue of their location, condition, or value, no longer function at their highest potential economic use and are currently depressing the value and viability of the surrounding uses. To provide sites for public facilities, eliminate unsafe conditions, remove non-conforming uses, eliminate title restrictions, or to overcome diversity of ownership and faulty lot layout which prevents redevelopment and contributes to the perpetuation of blight in the area. The timing of land purchase will be dependent upon the availability of funds. Specifically, it is proposed to fund the acquisition and other expenses of the project.

Strategies

- Eliminate dilapidated and unsafe structures through the continuation of the City's demolition program.
- Eliminate nonconforming uses that distract from the character of the community and hinder investment opportunities. Assuming the cooperation of the property owners, available means may include acquisition, exchange, transfer of development rights, or zoning changes.
- The consolidation of small parcels of land into parcels of adequate size to accommodate new construction, thus encouraging stable growth.
- Whenever possible, the designated property will be acquired through negotiation with the current owners.
- To hold improve or prepare buildings for redevelopment or urban renewal.
- To purchase unimproved parcels necessary to hold, improve or prepare for redevelopment, re-use, or urban renewal.
- To purchase parcels, unimproved or improved, for the development of public uses, including, but not limited to, open space, roadways, and parking areas.
- The basis for negotiation will be the fair market value of the property as determined by competent appraisers.
- Relocation of residents and businesses displaced, as result of property acquisition by the CRA will follow procedures which fulfill the intent of the law.

- Encourage partnerships among the property owners and the private and public sectors to implement proposed redevelopment projects.
- The CRA shall comply with Florida law governing land acquisition and disposition in F.S. 163.370.
- Revise Land Acquisition Policy and approval thresholds.

Success Indicators

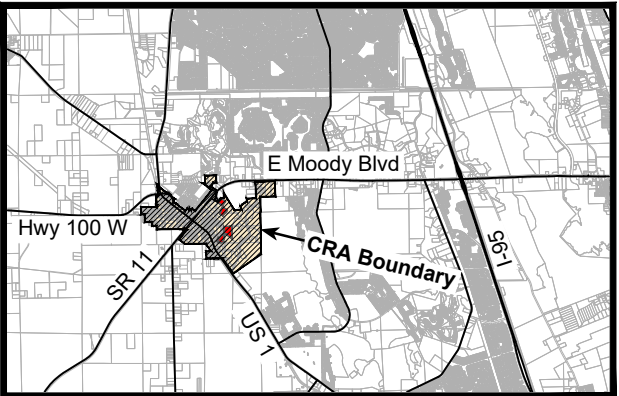
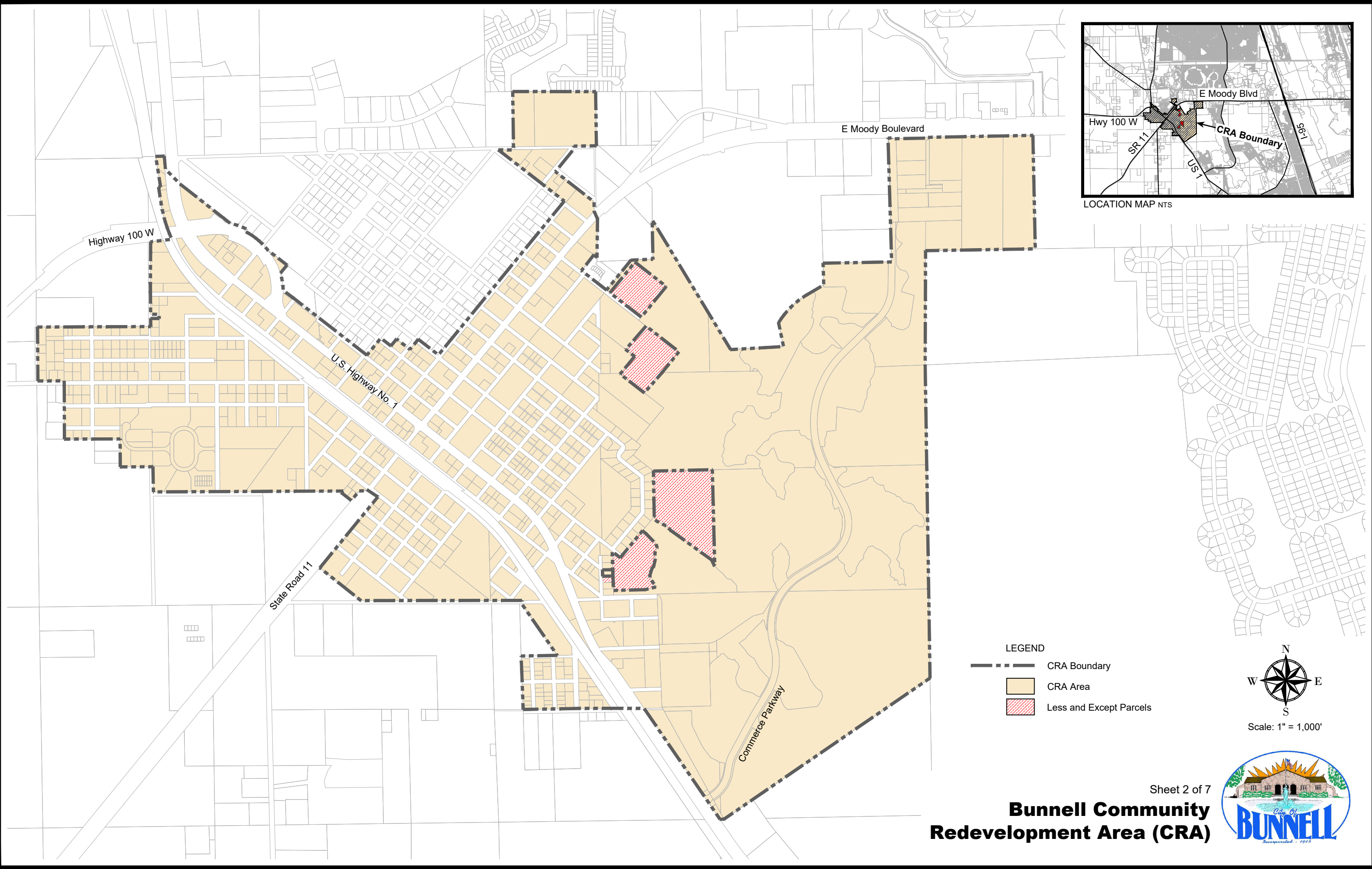
- Creation of five-year property acquisition plan.
- Creation of demolition program for selected properties.
- Creation of assemblage priorities.
- Number of properties acquired for affordable housing.
- Number of properties acquired for open space and green ways.
- Number of properties acquired for drainage and utilities improvement.
- Number of properties assembled and how it meets priorities.
- Number of properties sold for economic development improvements.
- Number of properties sold for affordable housing.
- Number of Brownfields designated.
- Number of properties developed for CRA.

Projects:

- Purchase property for a park along any planned trail/bike path; include map for planned trails/bike path areas.

Works Sited

- Flagler County Historical Society
<https://flaglercountyhistoricalsociety.com>
- Kevin Lynch - The Image of the City
<https://www.miguelangelmartinez.net>



LOCATION MAP NTS

- LEGEND
- CRA Boundary
 - CRA Area
 - ▨ Less and Except Parcels



Scale: 1" = 1,000'

Sheet 2 of 7

Bunnell Community Redevelopment Area (CRA)



Commence at the intersection of Belle Terre Parkway and E Moody Boulevard, thence westerly along the southerly right-of-way line of E Moody Boulevard for a distance of 4,200 feet +/-, to the northeast corner of parcel no. 12-12-30-0650-000C0-0042, also being the Point of Beginning of the CRA Boundary; thence departing said southerly right-of-way line, bear southerly along the easterly line of parcel no. 12-12-30-0650-000C0-0042 for a distance of 1,334 feet +/-, to the southeast corner of said parcel; thence westerly along the southerly lines of parcels no.'s 12-12-30-0650-000C0-0042, 12-12-30-0650-000C0-0041, and 12-12-30-0000-00352-0031 for a distance of 1,288 feet +/-, to the southwest corner of parcel no. 12-12-30-0000-00352-0031; thence southerly along the easterly lines of parcel no.'s 11-12-30-0000-00352-0034, 14-12-30-0650-000A-0012, 14-12-30-0000-00352-0034, and 14-12-30-0650-000A0-0013 for a distance of 5,047 feet +/-, to the southeasterly corner of parcel no. 14-12-30-0650-000A0-0013; thence southwesterly along the southerly line of said parcel for a distance of 2,965 feet +/-, to the easterly right-of-way line of U.S. Highway No. 1; thence northwesterly along said easterly right-of-way line for a distance of 1,613 feet +/-, to the southwesterly corner of parcel no. 14-12-30-3750-000A0-0000; thence westerly across said right-of-way for a distance of 383 feet +/-, to the southeasterly corner of parcel no. 14-12-30-1050-00010-0120, being located on the northerly right-of-way line of Elm Avenue; thence continue westerly along said northerly right-of-way line for a distance of 1,044 feet +/-, to the southeasterly corner of parcel no. 14-12-30-0650-000C0-0051; thence northerly along the easterly line of said parcel for a distance of 628 feet +/-, to the northerly right-of-way line of an unnamed road; thence easterly along the said northerly right-of-way line for a distance of 427 feet +/-, to the southwesterly corner of parcel no. 14-12-30-0650-000C0-0053; thence northwesterly along the westerly line of said parcel for a distance of 740 feet +/-, to the northwesterly corner of said parcel; thence northerly for a distance of 40 feet +/-, to the northerly right-of-way line of an unnamed right-of-way; thence westerly along said northerly right-of-way line for a distance of 1,896 feet +/-, to the southeasterly corner of parcel no. 15-12-30-0000-020220-0020; thence northwesterly along the easterly line of said parcel for a distance of 625 feet +/-, to the southeasterly right-of-way line of State Road 11; thence northeasterly along said southeasterly right-of-way line for a distance of 1,074 feet +/-, to the northerly corner of parcel no. 15-12-30-0850-02720-0030, being located on the southwesterly right-of-way line of S Forsyth Street; thence northwesterly across State Road 11 for a distance of 162 feet +/-, to the easterly corner of parcel no. 10-12-30-0850-02710-0050; thence southwesterly along the northwesterly right-of-way line of State Road 11 for a distance of 234 feet +/-, to the southerly corner of parcel no. 10-12-30-0850-02710-0091; thence northwesterly along the westerly lines of parcel no.'s 10-12-30-0850-02710-0091 and 10-12-30-0850-02710-0090 for a distance of 148 feet +/-, to the westerly corner of parcel no. 10-12-30-0850-02710-0090; thence northeasterly along the northwesterly line of said parcel for a distance of 27 feet +/-, to a point on the northerly line of parcel no. 15-12-30-0000-02030-0000; thence westerly along northerly line of said parcel for a distance of 944 feet +/-, to the northwesterly corner of said parcel; thence continue westerly along the northerly right-of-way line of 11th Street, an unimproved right-of-way for a distance of 1,288 feet +/-, to the southwesterly corner of parcel no. 10-12-30-4990-00000-0040; thence northerly along the westerly line of said parcel for a distance of 293 feet +/-, to the southeasterly corner of parcel no. 10-12-30-4990-00000-0110; thence westerly for a distance of 386 feet +/-, to the southwesterly corner of parcel no. 10-12-30-4990-00000-00D0; thence northerly along the westerly line of said parcel for a distance of 330 feet +/-, to the southeasterly corner of parcel no. 15-12-30-2650-000B0-0490; thence westerly for a distance of 656 feet +/-, to the southwesterly corner of parcel no. 15-12-30-2650-000B0-0590; thence northerly for a distance of 684 feet +/-, to the southeasterly corner of parcel no. 10-12-30-5139-00000-0140, being located on the northerly right-of-way line of

Deen Road; thence westerly along said northerly right-of-way line for a distance of 309 feet +/-, to the southwesterly corner of parcel no. 10-12-30-5139-00000-0010, being located on the easterly right-of-way line of Boundry Street; thence northerly along said easterly right-of-way line for a distance of 636 feet +/-, to the northwesterly corner of parcel no. 10-12-30-5139-00000-0050; thence easterly for a distance of 1,308 feet +/-, to the northeasterly corner of parcel no. 10-12-30-0650-000C0-0130, being located on the westerly right-of-way line of Hardy Street; thence continue easterly across Hardy Street for a distance of 50 feet +/-, to the easterly right-of-way line of said right-of-way line; thence northerly along said easterly right-of-way line for a distance of 998 feet +/-, to the northwesterly corner of parcel no. 10-12-30-0850-01830-0011, being located on the southerly right-of-way line of State Highway 100 W; thence northwesterly along said southerly right-of-way line for a distance of 251 feet +/-, to a point on the easterly right-of-way line of the Florida East Coast Railroad; thence northerly along said easterly right-of-way line for a distance of 1,029 feet +/-, to the northwesterly corner of parcel no. 10-12-30-0850-01080-0000; thence easterly along the northerly line of said parcel for a distance of 100 feet +/-, to the northeasterly corner of said parcel, being located on the westerly right-of-way line of U.S. Highway No. 1; thence southerly along said westerly right-of-way line for a distance of 339 feet +/-, to the southeasterly corner of parcel no. 10-12-30-0850-01080-0000; thence southeasterly across said right-of-way for a distance of 200 feet +/-, to the northwesterly corner of parcel no. 10-12-30-0850-01440-0000, being located on the easterly right-of-way line of U.S. Highway No. 1; thence continue southeasterly along the northerly line of said parcel for a distance of 750 feet +/-, to the southeasterly corner of said parcel, being located on the northeasterly right-of-way line of State Highway 100 W; thence continue southeasterly along the northeasterly line of said right-of-way for a distance of 545 feet +/-, to northwesterly corner of parcel no. 10-12-30-0850-01410-0030, being located on the northeasterly right-of-way line of State Highway 100 W; thence southeasterly along the northeasterly line of said parcel for a distance of 288 feet +/-, to the easterly corner of said parcel; thence southwesterly along the southeasterly line of said parcel for a distance of 126 feet +/-, to the southerly corner of said parcel, being located on the easterly right-of-way line of State Highway 100 W; thence southerly along said easterly right-of-way line for a distance of 203 feet +/-, to the northerly right-of-way line of a platted street, being the northwesterly extension of N Church Street; thence southeasterly along said northerly right-of-way line for a distance of 1,250 feet +/-, to the easterly right-of-way line of E Palm Street; thence northeasterly along said easterly right-of-way line for a distance of 260 feet +/-, to the northerly right-of-way line of N Pine Street; thence southeasterly along said northerly right-of-way line for a distance of 150 feet +/-, to the westerly corner of parcel no. 10-12-30-0850-01180-0010; thence northeasterly along the westerly line of said parcel for a distance of 105 feet +/-, to the northerly corner of said parcel; thence southeasterly along the northerly line of said parcel for a distance of 150 feet +/-, to easterly corner of said parcel, being located on the westerly right-of-way line of E Pine Street; thence continue southeasterly across said right-of-way for a distance of 50 feet +/-, to the easterly right-of-way line of E Howe Street; thence northeasterly along said right-of-way line for a distance of 160 feet +/-, to northerly right-of-way line of N Cherry Street; thence southeasterly along said northerly right-of-way line for a distance of 300 feet +/-, to the westerly right-of-way line of E Lambert Street; thence northeasterly along the said westerly right-of-way line for a distance of 2,350 feet +/-, to northerly right-of-way of N Palmetto Street; thence northwesterly along the said northerly right-of-way line for a distance of 630 feet +/-, to the westerly corner of parcel no. 10-12-30-0850-0003A-0000; thence easterly along the northerly line of said parcel for a distance of 175 feet +/-, to a point on the northerly line of said parcel; thence northerly for a distance of 30 feet +/-, to the southwesterly corner of parcel no. 11-12-30-0650-000A0-0220; thence continue northerly along the westerly line of said parcel for a distance of 650 feet

+/-, to northwesterly corner of said parcel; thence easterly along the northerly lines of parcel no.'s 11-12-30-0650-000A0-0220 and 11-12-30-0650-000B0-0220 for a distance of 977 feet +/-, to the northeasterly corner of parcel no. 11-12-30-0650-000B0-0220; thence southerly along the easterly line of said parcel for a distance of 650 feet +/-, to southeasterly corner of said parcel; thence westerly along the southerly line of said parcel for a distance of 264 feet +/-, to a point on the southerly line of said parcel; thence southerly for a distance of 30 feet +/-, to the northwesterly corner of parcel no. 10-12-30-0850-00010-0000, being located on the easterly right-of-way line of E Howe Street; thence southwesterly along said easterly right-of-way line for a distance of 345 feet +/-, to the northerly corner of parcel no. 10-12-30-0850-00050-0040, being located on the southerly right-of-way line of an unnamed street; thence southeasterly along said southerly right-of-way line for a distance of 583 feet +/-, to northeasterly corner of said parcel; thence southerly along the easterly line of said parcel for a distance of 115 feet +/-, to the southeasterly corner of said parcel, being located on the northerly right-of-way line of E Moody Boulevard; thence southeasterly across E Moody Boulevard for a distance of 92 feet +/-, to northerly corner of parcel no. 10-12-30-0850-00070-0010, being located on the northerly right-of-way line of E Moody Boulevard; thence southerly along the easterly line of said parcel for a distance of 452 feet +/-, to the southerly corner of said parcel; thence northwesterly for a distance of 47 feet +/-, to the northerly corner of parcel no. 11-12-30-1175-00000-0001; thence southwesterly along the westerly line of said parcel for a distance of 230 feet +/-, to westerly corner of said parcel, being located on the northerly right-of-way line of Dr Carter Boulevard; thence southeasterly along said northerly right-of-way line for a distance of 373 feet +/-, to westerly corner of parcel no. 11-12-30-0000-10352-0034; thence northeasterly along the westerly line of said parcel for a distance of 449 feet +/-, to a corner of said parcel; thence easterly along the northerly line of said parcel for a distance of 260 feet +/-, to southeasterly corner of parcel no. 11-12-30-0650-000C0-0071; thence northerly along the westerly line of parcel no. 11-12-30-0000-10352-0034 for a distance of 460 feet +/-, to the northerly corner of parcel no. 11-12-30-0000-10352-0034; thence southeasterly along the westerly line of parcel no. 11-12-30-0650-000C0-0040 for a distance of 1,787 feet +/-, to the southwesterly corner of said parcel; thence easterly along the southerly line of said parcel for a distance of 624 feet +/-, to southeasterly corner of said parcel; thence northwesterly along boundary of said parcel for a distance of 283 feet +/-, to a corner of said parcel; thence northeasterly along boundary of said parcel for a distance of 707 feet +/-, to a corner of said parcel, being located on the westerly line of parcel no. 11-12-30-2275-002A0-0010; thence northerly along the westerly line of said parcel for a distance of 255 feet +/-, to northwesterly corner of said parcel, being located on the southerly right-of-way line of Sheriff EW Johnston Dr; thence easterly along said southerly right-of-way line for a distance of 847 feet +/-, to the easterly right-of-way line of Commerce Parkway; thence northerly along said easterly right-of-way line for a distance of 1,443 feet +/-, to northwesterly corner of parcel no. 11-12-30-2260-00000-0010, being located on the southerly right-of-way line of S Moody Boulevard; thence easterly along said southerly right-of-way line for a distance of 1,615 feet +/-, to the northeasterly corner of parcel no. 12-12-30-0650-000C0-0042, also being the Point of Beginning of the CRA Boundary.

Less and Except Parcel No.'s 14-12-30-0650-000B0-0153, 14-12-30-0000-10352-0034, 11-12-30-0650-000C0-0100, and 11-12-30-0650-000C0-0151.



Project/Activity	Source	Price Tag Range	Timeframe	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Potential Grant Funding Source
				2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	
Administrative														
CRA Director	CRA Plan	\$	On-going	X	X	X	X	X	X	X	X	X	X	Existing City Staff
CRA Director's Assistant	CRA Plan	\$	On-going	X	X	X	X	X	X	X	X	X	X	Existing City Staff
Consultants	CRA Plan	\$	As needed											Grants/Partnerships/City General Fund
Land Use and Urban Form														
Create Zoning Overlay-Infill/Redevelopment District	CRA Plan and ED Plan	\$	Short Term		X									Existing City Staff/COB-CRA
Create Design Guidelines for CRA	Vision Workshop	\$\$	Short Term		X									DOS Historical Resource Grant
Amend Zoning Map - To Accommodate CRA Development Vision	CRA Plan and ED Plan	\$	Short Term	X										Existing City Staff/COB-CRA
Amend FLUM	ED Plan	\$	Short Term	X										Existing City Staff/COB-CRA
Business Development and Grant Programs														
Seek Potential Outside Funding Sources	CRA Plan	\$	Short Term	X	X	X	X	X	X	X	X	X	X	Existing City Staff/Corporate Partnerships/COB-CRA
Commercial Incentives (Loans, Grants & Cash Incentives)	CRA Plan	\$\$\$	Mid Term			X	X	X	X	X	X	X	X	CDBG Commercial Revitalization/REDI Rural Job Tax Credit Program
Automotive Row Façade Improvements	CRA Plan	\$\$\$	Long Term		X	X	X	X	X	X	X	X	X	Existing City Staff/Corporate Partnerships/COB-CRA
Complete CRA Visioning Plan	ED Plan	\$	Short Term	X										COB-CRA/REDI-Regional Rural Development Grants
Flagler Central Commerce Park	Vision Workshop	\$\$\$	Long Term	X	X	X	X	X	X	X	X	X	X	CDBG Commercial Revitalization/REDI Rural Job Tax Credit Program/REDI Florida Oppty. Fund/REDI Rural Infrastructure Fund/EDA
Monthly Farmer's Market	ED Plan	\$\$	Short Term	X	X	X	X	X	X	X	X	X	X	USDA Farmer's Market Promotion Program
Recruit Businesses and Developers to CRA	CRA Plan	\$\$	Short Term	X	X	X	X	X	X	X	X	X	X	CDBG Commercial Revitalization/REDI Rural Job Tax Credit Program/REDI Florida Oppty. Fund/REDI Rural Infrastructure Fund/EDA
Commercial Facade Program	CRA Plan	\$\$\$	Mid Term			X	X	X	X	X	X	X	X	Existing City Staff/Corporate Partnerships/COB-CRA
Previously Identified Projects That Were Not Identified as Priorities														
Seek Public/Private Partnerships	CRA Plan	\$	Short Term	X	X	X	X	X	X	X	X	X	X	Existing City Staff/Corporate Partnerships/COB-CRA
Financial Incentives Program	CRA Plan	\$\$\$	Mid Term							X	X	X	X	CRA-COB/EDA/OTTED/REDI Florida Oppty Fund/REDI Rural Infrastructure Fund/REDI Local Government Distressed Matching Grant
Transfer of Development Rights	CRA Plan	\$	Mid Term									X	X	Existing City Staff/COB-CRA
Interest Subsidies on Loans for Property Improvements	CRA Plan	\$\$\$	Mid Term									X	X	TIF/EDA/REDI Revolving Loan/City
Develop Marketing Plan	CRA Plan	\$\$	Short Term			X								COB-CRA/DCA HOME Program or CDBG Neighborhood Improvement program
Utilize CRA Bonding Capacity	CRA Plan	\$	Long Term						X	X	X	X	X	TIF/EDA/REDI Revolving Loan/City
Develop a Coalition of Financial Institutions	CRA Plan	\$	Short Term		X									TIF/EDA/REDI Revolving Loan/City
Downtown Beautification														
Attract People to Downtown	CRA Plan	\$	Short Term	X	X	X	X	X	X	X	X	X	X	Existing City Staff/Corporate Partnerships/COB-CRA

Appendix E-Ten Year Plan-Elminating Blight

Enhance Voluntary Code Enforcement Programs	CRA Plan	\$\$	Short Term	X	X	X	X							Existing City Staff/Corporate Partnerships/COB-CRA
Enhance Community Policing Efforts	CRA Plan	\$\$	Short Term	X	X	X	X	X						FDLE Grant programs Edward Byrne Memorial Justice Assistance Grant Program (JAG) / U. S. Department of Justice.
Previously Identified Projects That Were Not Identified as Priorities														
Signage Improvements - Business Signs	CRA Plan	\$\$\$	Short Term				X	X	X	X				CDBG
Wayfinding and Directional Signage Program	CRA Plan	\$\$\$\$	Short Term				X							FDOT Gateway Enhancement Grant
Public Art Display Program	CRA Plan	\$\$\$\$	Short Term						X	X	X	X	X	DOS Cultural Affairs General Support Grant
Affordable Housing and Housing Programs														
Residential Rehabilitation Program	CRA Plan	\$\$\$\$	Mid Term			X	X	X	X	X	X	X	X	SHIP, HOME programs
Assist the Housing Authority with redeveloping dilapidated housing	CRA Plan and ED Plan	\$\$\$\$	Mid Term				X	X	X					HOME Program/Flagler County/USDA Rural Development program-Rural Housing Grant/Rural Housing Direct Loan-Sec 502 Loan/Rural Repair and Rehabilitation
South Side Residential Incentives	CRA Plan	\$\$\$	Mid Term						X	X	X	X	X	DCA HOME program or CDBG Neighborhood Revitalization
Previously Identified Projects That Were Not Identified as Priorities														
Assist Homeowners with Energy Efficient Retrofits	ED Plan	\$\$\$\$	Mid Term					X	X	X	X	X		Florida Res. Retrofit Program
Ad Valorem Tax Subsidy for Displaced Resident	CRA Plan	\$\$\$	Mid Term									X	X	Existing City Staff/COB-CRA/Referendum Rqd.
Mortgage Subsidy to assist Homebuyers	CRA Plan	\$\$\$	Mid Term										X	US HUD HPRP Program/Flagler County/DCF Homeless Prevention and Rapid Rehousing Grants-through Volusia-Flagler CoC Homeless Coalition/USDA Rural Development program-Rural Housing Grant/Rural Housing Direct LoanSec 502 Loan/Rural Repair and Rehabilitation
Credit Repair Program	CRA Plan	\$\$	Long Term										X	USDA-Rural Development Program
Infill & New Housing Program - Recruit Home Builders	CRA Plan	\$\$	Short Term				X	X	X	X	X	X	X	USDA-Rural Development Program
Role Model Residential Recruitment Program - Recruit Role Models through mortgage incentives	CRA Plan	\$\$\$	Long Term									X	X	USDA-Rural Development Program

Project/Activity	Source	Price Tag Range	Timeframe	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Potential Grant Funding Source
				2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	
Redevelopment, Cultural and Historic Preservation														
Reuse of the old Flagler County Courthouse	CRA Plan	\$\$\$	Mid Term	X	X	X								DOS Special Category Grant
Provide Historic Preservation Grants/Loans	CRA Plan	\$\$\$	Long Term			X	X	X	X	X	X	X	X	DOS Historical Resource Grant
Bunnell Branch Library Demo, Renovation or Relocation	CRA Plan	\$\$\$\$\$	Mid Term				X	X						DOS Library Construction Grants,
Mapping of Historical Elements (Original Plat, 1943 Aerial, Biz Locations and Vacancies)	Vision Workshop	\$	Short Term			X								DOS Historical Resource Grant
Reuse of the Old Hospital - Crossroads Business Center - Commercial Condominiums	CRA Plan	\$\$\$\$	Mid Term			X	X	X						OTTED Catalyst Site Project
Purchase and Rehab Vacant/Dilapidated Facilities/sites	CRA Plan	\$\$\$\$	Long Term						X	X	X	X		CDBG

Establish a Historic District	CRA Plan	\$\$	Short Term						X					DOS Historical Resource Grant
Stephenson Survey Building Reuse - Cultural Facility	CRA Plan	\$\$\$	Short Term					X	X					DOS Special Category or Cultural Facilities Grant
Reuse of the Old Hospital	CRA Plan	\$\$\$\$	Mid Term					X	X	X				OTTED Catalyst Site Project
Previously Identified Projects That Were Not Identified as Priorities														
Recreational/Park Amenities	CRA Plan	\$\$\$\$	Mid Term			X	X	X	X	X	X	X	X	CDBG & FRDAP
Land Banking and Site Assembly for Large Scale Redevelopment	CRA Plan	\$\$\$\$	Long Term					X	X	X	X	X	X	CDBG Commercial Revitalization/REDI Rural Job Tax Credit Program/REDI Florida Oppty. Fund/REDI Rural Infrastructure Fund/EDA
Formalize State and Federal Brownfield programs for CRA	CRA Plan	\$	Short Term		X									Existing City Staff/COB-CRA
Shovel Ready Projects	ED Plan	\$	Long Term		X									Existing City Staff/COB-CRA
Assist in Funding Environmental Remediation/Clean-up	CRA Plan	\$\$	Long Term						X	X	X	X	X	Brownfield Incentive if Area is Established
Streetscape														
General Streetscaping in Downtown	CRA Plan	\$\$\$\$\$	Short Term		X	X	X	X	X	X	X	X	X	Florida Highway Beautification Council (FHBC)
Landscape Moody Boulevard	CRA Plan	\$\$\$\$	Mid Term			X	X	X						Florida Highway Beautification Council (FHBC)
Gateway Features (N,S,E)	Vision Workshop	\$\$\$	Mid Term		X	X	X							Florida Highway Beautification Council (FHBC)
Pedestrian Amenities throughout the CRA	CRA Plan	\$\$\$\$\$	Mid Term				X	X	X	X	X	X		CDBG and safe routes to school
Transit and Transportation														
Free Downtown Trolley	CRA Plan	\$\$\$\$\$	Long Term									X	X	Rural Transit Assistance Program/Corporate Partnership
Previously Identified Projects That Were Not Identified as Priorities														
In Lieu Parking Program	CRA Plan	\$\$	Mid Term							X	X	X	X	CDBG
Purchase Air Rights for Structured Parking	CRA Plan	\$\$\$\$\$	Long Term										X	CDBG Commercial Revitalization/REDI Rural Job Tax Credit Program/REDI Florida Oppty. Fund/REDI Rural Infrastructure Fund/EDA
Utilities														
Sanitary Sewer Retrofits - Residential and Commercial	CRA Plan	\$\$\$\$\$	Long Term	X	X	X	X	X	X	X	X	X	X	CDBG
Underground Overhead Utilities throughout Downtown	CRA Plan and ED Plan	\$\$\$\$\$	Long Term			X	X	X	X	X	X	X	X	CDBG
Regional Stormwater Pond	CRA Plan	\$\$\$\$	Mid Term			X	X	X	X					OTTED Rural Infrastructure Fund
Previously Identified Projects That Were Not Identified as Priorities														
Deen Road Infrastructure Improvements	CRA Plan	\$\$\$\$\$	Mid Term					X	X	X				OTTED Rural Infrastructure Fund

Acronyms

FDOT - Florida Department of Transportation

DOS - Department of State

CDBG - Community Development Block Grant

DCA - Department of Community Affairs

CRA - Community Redevelopment Area

ED - Economic Development

OTTED - Governor's Office of Tourism, Trade and Economic Development

REDI - Rural Economic Development Initiative

SHIP - State Housing Initiatives Partnership Program

HOME - Housing Investment Partnership Program

RTAP - Rural Transit Assistance Program (administered by FDOT)

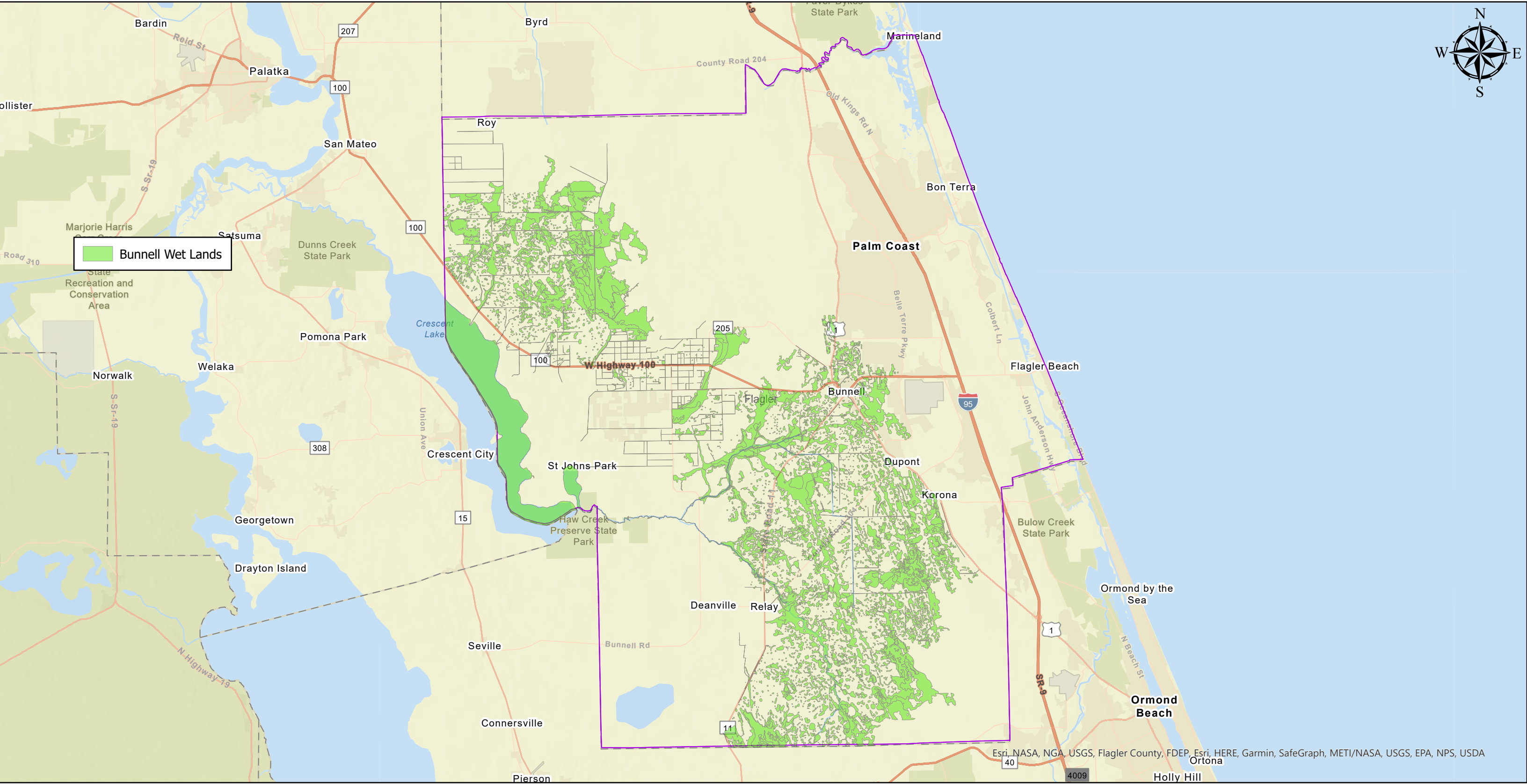
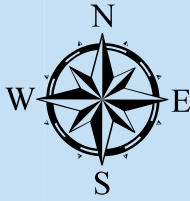
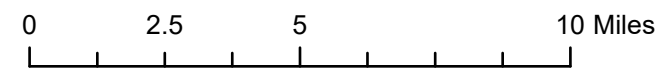
DOHR - Division of Historical Resources

USDA - United States Department of Agriculture

FRDAP - Florida Recreation Development Assistance Program

Price Tag Range \$ - Lowest -> \$\$\$\$\$ - Highest

Bunnell Wet Lands



Reference Scale:
1:225,000

DEFINITIONS

- (1) "Agency" or "community redevelopment agency" means a public agency created by, or designated pursuant to, s. [163.356](#) or s. [163.357](#).
- (2) "Public body" means the state or any county, municipality, authority, special district as defined in s. [165.031](#)(5), or other public body of the state, except a school district.
- (3) "Governing body" means the council, commission, or other legislative body charged with governing the county or municipality.
- (4) "Mayor" means the mayor of a municipality or, for a county, the chair of the board of county commissioners or such other officer as may be constituted by law to act as the executive head of such municipality or county.
- (5) "Clerk" means the clerk or other official of the county or municipality who is the custodian of the official records of such county or municipality.
- (6) "Federal Government" includes the United States or any agency or instrumentality, corporate or otherwise, of the United States.
- (7) "Slum area" means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:
 - (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
 - (b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
 - (c) The existence of conditions that endanger life or property by fire or other causes.
- (8) "Blighted area" means an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:

- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;
- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Inadequate and outdated building density patterns;
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
- (h) Tax or special assessment delinquency exceeding the fair value of the land;
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality.
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

However, the term "blighted area" also means any area in which at least one of the factors identified in paragraphs (a) through (n) are present and all taxing authorities subject to s. [163.387](#)(2)(a) agree, either by interlocal agreement or agreements with the agency or by resolution, that the area is blighted. Such agreement or resolution shall only determine that the area is blighted. For

purposes of qualifying for the tax credits authorized in chapter 220, "blighted area" means an area as defined in this subsection.

(9) "Community redevelopment" or "redevelopment" means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.

(10) "Community redevelopment area" means a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof which the governing body designates as appropriate for community redevelopment. For community redevelopment agencies created after July 1, 2006, a community redevelopment area may not consist of more than 80 percent of a municipality.

(11) "Community redevelopment plan" means a plan, as it exists from time to time, for a community redevelopment area.

(12) "Related activities" means:

(a) Planning work for the preparation of a general neighborhood redevelopment plan or for the preparation or completion of a communitywide plan or program pursuant to s. 163.365;

(b) The functions related to the acquisition and disposal of real property pursuant to s. [163.370](#)(4);

(c) The development of affordable housing for residents of the area;

(d) The development of community policing innovations.

(13) "Real property" means all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto or used in connection therewith and every estate, interest, right, and use, legal or equitable, therein, including but not limited to terms for years and liens by way of judgment, mortgage, or otherwise.

- (14) "Bonds" means any bonds (including refunding bonds), notes, interim certificates, and certificates of indebtedness, debentures, or other obligations.
- (15) "Obligee" means and includes any bondholder, agents or trustees for any bondholders, or lessor demising to the county or municipality property used in connection with community redevelopment, or any assignee or assignees of such lessor's interest or any part thereof, and the Federal Government when it is a party to any contract with the county or municipality.
- (16) "Person" means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes any trustee, receiver, assignee, or other person acting in a similar representative capacity.
- (17) "Area of operation" means, for a county, the area within the boundaries of the county, and for a municipality, the area within the corporate limits of the municipality.
- (18) "Housing authority" means a housing authority created by and established pursuant to chapter 421.
- (19) "Board" or "commission" means a board, commission, department, division, office, body or other unit of the county or municipality.
- (20) "Public officer" means any officer who is in charge of any department or branch of the government of the county or municipality relating to health, fire, building regulations, or other activities concerning dwellings in the county or municipality.
- (21) "Debt service millage" means any millage levied pursuant to s. 12, Art. VII of the State Constitution.
- (22) "Increment revenue" means the amount calculated pursuant to s. [163.387](#)(1).
- (23) "Community policing innovation" means a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.
- (24) "Taxing authority" means a public body that levies or is authorized to levy an ad valorem tax on real property located in a community redevelopment.

CRA Proposed Project Budget		
Area	Project	Amount
Administrative	Payment of permit and development fees of significant value in CRA Areas	\$10,250.00
	LDC Update Accessory dwelling units, reduce, parking, reduce setbacks, lot size, increase building height	
	Develop CRA Design Guidelines	
Public Safety	Acquire Public Relations Materials	\$2,000.00
	Increased Patrols CRA Area	
New Business and Targeted Industry Recruitment Program	TBD	\$1,000.00
Small Business and Existing Industry Program	Business Mentoring Program	\$1,000.00
Affordable Work Force Housing	TBD	\$5,000.00
Neighborhood Improvement Program	Bunnell Multi-Use Trail Initiative	\$5,000.00
	Streetscape Initiative	
	Housing Revitalization Initiative	
	Increase Street Lighting on City Streets	
Historic Preservation	Historic Preservation placards for properties	\$5,000.00
	Funding for relocation of historic structures; rehab of historic structures; completing applications and paying fees to get historic structures in the CRA on the National Register	
Land Acquisition, Development and Related Activities	Purchase property for a park along any planned trail/bike path; include map for planned trails/bike path areas	\$2,000.00
Total		\$31,250.00



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 1/11/2024 Amount: \$500,000.00 (Grant Funded)
Department: City Clerk Account #:
Subject: Request Approval of Contract 2024-03 with the Collage Companies for
Phase 1 Restoration of the Historic Bunnell Coquina City Hall
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Proposed Contract	Contract

Summary/Highlights:

The City was awarded funds through a State Special category Grant to assist with the restoration of the Coquina City Hall. This is a request to approve the contract with the selected contractor as completed through RFP# 2023-01 REBID.

Background:

The City was awarded \$500,000.00 through a State Special category Grant to assist with the restoration of the Coquina City Hall.

The City had to republish the RFP to award the Phase 1 work to a contractor after the first attempt failed. After RFP# 2023-01 was rebid/republished, bids accepted and the Selection Committee recommendation made, the Commission authorized staff to negotiate with Collage Companies.

While the budget will not change as the City only has the grant funds at this time, the scope of work to be completed with the available funds needed to be worked out and then approved by the State.

Attached is the proposed contract matching the approved scope of work for the Phase 1 Coquina Restoration work which utilizes only the grant funds awarded to the City.

Staff Recommendation:

Approval of Contract 2024-03 with the Collage Companies for Phase 1 Restoration of the Historic Bunnell Coquina City Hall.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Approval of Contract 2024-03 with the Collage Companies for Phase 1 Restoration of the Historic Bunnell Coquina City Hall.

City Manager Review/Recommendation:

Reviewed for Agenda



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 12th day of February in the year 2024.

(Paragraph deleted)

BETWEEN the Owner:

CITY OF BUNNELL
604 E. Moody Boulevard
Bunnell, FL 32110
City Contract No.: 2024-03

and the Contractor:

(Name, legal status, address and other information)

Collage Design and Construction Group, Inc. dba The Collage Companies
585 Technology Park
Lake Mary, FL 32746
CGC 020818

for the following Project:

RFP 2023-01 Re-BID Restoration of the Historic Bunnell Coquina City Hall Phase I
200 S Church Street
Bunnell, FL 32110

The Architect:

Loci Architects, LLC
834 South Shores Road
Jacksonville, FL 32216

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Upon Issuance of the Owner's Notice to Proceed after the following conditions for project commencement are met::

Proof of Funding provided;

All required permits issued

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

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§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Not later than One Hundred Fifty Two (152) calendar days from the date of commencement of the Work.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Four Hundred Ninety Eight Thousand Three Hundred Fifty Dollars (\$ 498,350.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates
§ 4.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)
§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3

(Paragraphs deleted)

through 5.1.6.2 Have Been Intentionally Omitted and Replaced with the City Required Payment of Invoices in Provision Section 8.7.7.

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, General Requirements, Materials Deposits and Materials Purchases approved by the City.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment Intentionally Omitted and Replaced with the City Required Payment of Invoices in Provision Section 8.7.7.

(Paragraphs deleted)

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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(Insert rate of interest agreed upon, if any.)

6 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Jennifer Pietschker, AIA
Loci Architects, LLC
834 South Shores Rd.
Jacksonville, FL 32207
Email: jennifer@lociarchitects.com

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Marcus DePasquale, PE | City Engineer
City of Bunnell

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604 E Moody Blvd
Bunnell, FL 32210
Email: mdepasquale@bunnellcity.us

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Bob Gilbert, COO
The Collage Companies
585 Technology Park
Lake Mary, FL 32746
Email: rgilbert@collage-usa.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6

(Paragraphs deleted)
Intentionally omitted.

§ 8.7 Other provisions:

§ 8.7.1 Non-Discrimination.

- i. CONTRACTOR shall not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap, or marital status. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

§ 8.7.2 Independent contractor.

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

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- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

§ 8.7.3 Sovereign Immunity.

Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

§ 8.7.4 Public Records

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), **Florida Statutes**, and must comply with the public records provisions of Chapter 119, **Florida Statutes**, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 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 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically 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.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.

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

Init.

**BUNNELL CITY HALL
OFFICE OF THE CITY CLERK
604 EAST MOODY BLVD., SUITE. 6
BUNNELL, FLORIDA 32110
(386) 437-7500 X 5**

§ 8.7.5 E-Verify Compliance.

By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the Town as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

§ 8.7.5 Public Entities Crime or Convicted Vendor List.

Contractor agrees and assumes a continuous duty to disclose to the Town if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

§ 8.7.5 Data Management; Notice of Breach.

Contractor shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports etc, which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

§ 8.7.6 Environmental and Social Government and Corporate Activism.

The Town has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

§ 8.7.7 Payment of Invoices.

- i. Contractor shall submit itemized monthly invoices by one of the following two methods: (1) by email to kmoss@bunnellcity.us (preferred) or (2) by mail to the 604 E. Moody Blvd, Bunnell, FL 32110. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- ii. All invoices shall include at a minimum the following information: (1) City contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice. Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 40 business days of receipt of the invoice, or otherwise in accordance with Section 215.422, Florida Statutes (State of Florida's Prompt Payment Statute). Disputes regarding invoice sufficiency are resolved pursuant to the Dispute Resolution procedures of this Agreement.
- iii. **Payments withheld.** The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach

of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

iv. Payments.

1. The City will make progress payments for the Base Bid Work after the City's receipt of each properly submitted and approved invoice.
- v. **Payment and Release.** Upon satisfactory completion of the Base Bid Work, the City will provide Contractor written statements accepting all deliverables. Contractor's acceptance of final payment for the Base Bid Work shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement for the work, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

8.7.8 Project management.

- i. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- ii. CITY's Project Manager is: Jennifer Pietschker, LOCI Architects LLC,.
- iii. CITY'S STAFF for overall project oversight is: Kristen Bates, City Clerk.
- iv. CONTRACTOR's Project Manager is: David Boone, Project Manager

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Exhibit B – Proposal Form from Submitted Bid Package
- .5 Exhibit C – Base Bid Elements and Costs from Submitted Bid Package
- .6 Exhibit D - RFP Pricing Per Submitted Bid Package
- .7 Exhibit E - Project Timeline
- .8 Exhibit F – List of Plans, Specifications and Reports

This Agreement entered into as of the day and year first written above.

(Row deleted)

OWNER (Signature)

Catherine D. Robinson, Mayor
(Printed name and title)

CONTRACTOR (Signature)

Rob Maphis, President
(Printed name and title)

(Paragraph deleted)

Init.

ATTEST:

(Paragraph deleted)

Kristen Bates, City Clerk

Date Signed by CITY: _____

(Paragraphs deleted)

Approved as to form and sufficiency:

(Paragraphs deleted)

Vose Law Firm, City Attorney

Init.

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User Notes:

(1232153460)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 12th day of February in the year 2024.
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

RFP 2023-01 RE-BID Restoration of the Historic Bunnell Coquina City Hall Phase 1
200 S Church Street, Bunnell, FL 32110

THE OWNER:
(Name, legal status and address)

City of Bunnell
604 E Moody Boulevard
Bunnell, FL 32110
City Contract No.: 2024-03

THE CONTRACTOR:
(Name, legal status and address)

Collage Design and Construction Group, Inc. dba The Collage Companies
585 Technology Park
Lake Mary, FL 32746

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

Init.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

Init.

(Paragraphs deleted)

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

Init.

- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	\$498,350.00
Performance Bond	\$498,350.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Init.

EXHIBIT B

A REQUIRED FORMS / 1. PROPOSAL FORM



1. PROPOSAL FORM

(To be copied by Contractor on his/her own letterhead)

DESIGN BUILDERS
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

Committed to Quality

TO: City of Bunnell
c/o Kristen Bates, City Clerk
604 Moody Blvd. Suite 4
Bunnell, FL 32110

We hereby submit our proposal for the *Restoration of the Historic Bunnell Coquina City Hall Phase 1* to be located at the:

**Bunnell Coquina City Hall
200 S Church Street
Bunnell, FL 32110**

Having examined fully the Contract Documents, consisting of Drawings and Specifications for **RFP # 2023-01 (RE-BID/REPUBLISHED WITH REDUCED SCOPE OF WORK)**, as prepared by Loci Architects, LLC, and being adequately informed as to all conditions relating to this work, the undersigned hereby proposes to furnish all labor, materials, tools, equipment, and services required for the performance and completion of all work as called for in the Plans and Specifications.

BASE BID Four hundred ninety eight thousand, three hundred fifty **DOLLARS. (\$ 498,350)**

The undersigned further agrees that in case he/she is notified of the acceptance of the above proposal within 30 days after the date of submission he/she will execute a standard City of Bunnell Contract form between Owner and Contractor. The undersigned further agrees that work under this contract will begin within 10 days after signing of said Contract and that all work covered by the Contract will be completed within 152 consecutive calendar days from and after the date work begins. **Contractor is to supply this information. Time will be a consideration in the award of Contract. All work must be completed by June 30, 2024.**

Alternate No. 1:

State the amount to be added to the Base Bid for removal of the East and West side canopies and plywood transoms and repair coquina damaged by the canopies. Refinishing of the original wood doors, frames and East door metal strap hinges. Replicate new metal strap hinges at West door to match East door hinges. Installation of new hardware and transom windows above doors.

ADD Thirty seven thousand, nine hundred eighty-seven **Dollars \$ 37,987 to the Base Bid**

Bid Submittal Document

THE COLLAGE COMPANIES
Corporate Office
585 Technology Park
Lake Mary, Florida 32746
P 407.829.2257
F 407.829.2258

www.collage-usa.com

CG C020818

A REQUIRED FORMS / 1. PROPOSAL FORM



DESIGN BUILDERS
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

Committed to Quality

Alternate No. 2:

State the amount to be added to the Base Bid to provide repointing and repair of coquina wall surface at exterior and site wall surfaces for the remainder of the exterior coquina surfaces beyond base bid area of work.

One hundred eight thousand, seven hundred
ADD eighty-nine Dollars \$ 108,789 to the Base Bid

Alternate No. 3:

State the amount to be added to the Base Bid for structural repairs in the crawl space per the structural drawings.

One hundred sixty five thousand, nine
ADD hundred thirteen Dollars \$ 165,913 to the Base Bid

Alternate No. 4:

State the amount to be added to the Base Bid for installation of a modular aluminum ADA ramp at West side door.

Thirty three thousand, two hundred
ADD thirty-nine Dollars \$ 33,239 to the Base Bid

SIGNATURE

9/18/2023

Date

BEN A. RIVES

Signature of Contractor's Authorized Official

BEN A. RIVES

Printed Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this 18th day of Sept, 2023, in the State of Florida; and the County of Seminole.



[Signature]
Notary Public

My Appointment Expires: 7/30/2027

THE COLLAGE COMPANIES

Corporate Office
585 Technology Park
Lake Mary, Florida 32746
P 407.829.2257
F 407.829.2258

www.collage-usa.com

CG C020818

Bid Submittal Document

EXHIBIT C

A REQUIRED FORMS / 5. SCHEDULE OF VALUES AND COMPANY COST/FEE SCHEDULE RATES

5. SCHEDULE OF VALUES AND CONTRACTOR COST/FEE SCHEDULE RATES:

A. Submit a breakdown listing all parts of the work to be performed by the Contractor with dollar amount set up for each part using the format below. The list shall include subcontracts and shall total the amount of the contract.

Base bid	\$	See Below
Project timeline		
Project Supervision	\$	106,909
Division 1 - General Conditions	\$	42,965
Division 2 – Demolition of the Record Vault Building and ADA Ramp	\$	36,423
Division 2 – Relocation of the metal vault door to the Bunnell Historical Society	\$	1,667
Division 2 – Regrading and Installation of drain basins	\$	54,799
Division 3 – Replacement of concrete sidewalks as required by regrading work	\$	3,944
Division 4 – Cleaning, restoring and repointing of coquina in area of record Vault Building and ADA ramp removal	\$	182,871
Division 7 & 8 – Installation and waterproofing of new windows in openings created by demolition of Record Vault Building	\$	54,258
Division 9- Painting at interior and exterior of new windows frames	\$	Included in above
Contingency Amount	\$	14,514
Total Base Bid	\$	498,350

B. Submit copy of Company's Fee Schedule or Cost for Services to be provided.

EXHIBIT D

A REQUIRED FORMS / 5. SCHEDULE OF VALUES AND COMPANY COST/FEE SCHEDULE RATES

RFP PRICING

CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS & ALLOWANCES



Project:	Bunnell Coquina City Hall Phase 1	Project Area:	4,400	Project Notes:
Location:	Bunnell, Florida	Dated:	9/18/2023	
Architect:	Loci Architects, LLC	Version:	V1	
Estimator:	B. Rives	Plan / Basis:	8.14.23 Re-Bid Set	

CLARIFICATIONS & ASSUMPTIONS

The following is a list of clarifications regarding the estimate scope of work. Where conflicts exist between these clarifications and the documents, these clarifications shall take precedence.

DIVISION 1 GENERAL

- Pricing is based on the 8.14.23 Re-Bid Set from Loci Architects, LLC
- Pricing is valid for 30 days
- Builder's Risk Insurance Policy and all associated deductibles are By Owner.
- We exclude permit fees
- We exclude materials testing, threshold inspection services, third party building inspections, and permit expediting services
- We exclude impact fees
- We include sales tax
- We exclude escalation and other Owner contingency
- We exclude liquidated damages
- We exclude temporary and permanent utility charges. We assume that the City will pay for water, power, etc.

DIVISION 2: DEMOLITION

- We exclude ground penetrating radar (GPR) or x-ray services
- We exclude asbestos abatement. The report states that none was found.
- We include lead paint abatement in the base bid at the vault door and trim. It appears that the only other lead paint abatement is in Alternate 1 to refinish the doors.

DIVISION 3: CONCRETE

- We include sidewalk repair as noted on plans. We exclude repair / replace of any other sidewalks.

DIVISION 4: MASONRY

- We include new coquina as needed to patch walls where the vault is removed. Note that this will not be an exact match for the existing coquina.
- We include cleaning existing coquina at the vault removal area with a biological cleaner
- We include repointing damaged or deteriorated mortar at the vault removal area
- We include building back two sections of coquina to allow for new window installation

DIVISION 5: METALS

- N/A

DIVISION 6: WOOD AND PLASTICS

- N/A

DIVISION 7: THERMAL AND MOISTURE PROTECTION

- We include caulking new windows

DIVISION 8: DOORS AND WINDOWS

- We exclude door repair or replacement
- We include new windows A/B combo and C. These are priced as rot-resistant Accoya wood in lieu of Marvin ultimate casement clad wood. Exterior trim is Accoya and interior trim is priced as select pine or poplar.

DIVISION 9: FINISHES

- We include painting the new windows and trim

DIVISION 10: SPECIALTIES

- N/A

DIVISION 11: EQUIPMENT

- N/A

DIVISION 12 & 13: FURNISHINGS & SPECIAL CONSTRUCTION

- N/A

DIVISION 14: CONVEYING SYSTEMS

- N/A

DIVISION 21: FIRE SUPPRESSION

- N/A



RFP PRICING

CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS & ALLOWANCES

Project:	Bunnell Coquina City Hall Phase 1	Project Area:	4,400	Project Notes:
Location:	Bunnell, Florida	Dated:	9/18/2023	
Architect:	Loci Architects, LLC	Version:	V1	
Estimator:	B. Rives	Plan / Basis:	8.14.23 Re-Bid Set	

DIVISION 22: PLUMBING

- a. N/A

DIVISION 23: HEATING VENTILATING AND AIR CONDITIONING (HVAC)

- a. We include relocating condensing unit from vault roof to the ground
- b. We exclude warranty of the existing equipment
- c. We exclude test & balance

DIVISION 26, 27 & 28: ELECTRICAL, COMMUNICATIONS, ELECTRONIC SAFETY AND SECURITY

- a. We include disconnect and reconnect power to the HVAC condensing unit
- b. We exclude all low voltage systems

DIVISION 31, 32 & 33: EARTHWORK, EXTERIOR IMPROVEMENTS, UTILITIES

- a. We exclude patching, repairing, or replacing asphalt paving or landscape

ALTERNATE 1 CLARIFICATIONS: REFINISH TWO DOORS & REPLACE TRANSOM WINDOWS

- a. We include removal of the canopies over the doors and minor cleaning / repair of the coquina
- b. We include refinishing the existing doors and replacing hardware
- c. We include two new type D transom windows. Windows to be Accoya wood.
- d. We include lead paint abatement for this scope only

ALTERNATE 2 CLARIFICATIONS: CLEAN & REPAIR COQUINA ON REMAINDER OF BUILDING

- a. We include repoint or rebuild damaged, missing, loose, cracked, disintegrating, or otherwise deteriorated areas of masonry surfaces and mortar joints at exterior surfaces.
- b. We include removing miscellaneous metal anchors, bolts, clips, nails, and other devices not in use at exterior masonry surfaces and patch anchor openings.
- c. We include cut out of all sealants at mortar joints and repoint with mortar
- d. We include an allowance of \$5,000 to repair / replace exterior signage
- e. We include an allowance of \$2,500 to clean windows, doors, and the front porch area
- f. We include an allowance of \$5,000 to repair landscape damaged by the coquina repairs

ALTERNATE 3 CLARIFICATIONS: STRUCTURAL REPAIRS AT CRAWL SPACE AND REPAIR FLOORS

- a. We include adding steel angles to support wood floor joists along the east & west sides of the main building
- b. We include one new 4 ply 2x8 wood beam to support floor joists
- c. We include repairing wood floor joists at the east & west sides of the main building
- d. We include replacing 400 square feet of wood floors
- e. We include refinishing the remaining wood floors
- f. We include an allowance of \$5,000 to touch up paint

ALTERNATE 4 CLARIFICATIONS: NEW MODULAR ALUMINUM ADA RAMP

- a. We include one new modular aluminum ADA ramp with handrails
- b. We include an allowance of \$1,000 to patch landscape

GENERAL EXCLUSIONS

Mock-Ups	Utility Company Connections and Monthly Charges
Impact Fees	Removal of unknown or buried debris
Geotech Consultant & Testing	Unsuitable soils

CONTINGENCY

This estimate includes a contractor contingency. This contingency shall be allocated towards additional project costs due to changes such as, but not limited to, items related to means and methods of construction, errors, deficiencies and/or omissions in the contract documents and/or pricing that are subsequently determined necessary for a complete and functional project or issues that in the contractor's judgment are advantageous to the project. The contingency is the contractor's fund and will be applied at the contractor's discretion with the best interest of the project in mind. The contingency does not include extra scope added by Owner, Architect, and governmental and utility company authorities. The contingency may be reduced as the design is refined, and once construction is underway, will be monitored by Owner and contractor and drawn upon with the normal pay requests.

RFP PRICING



CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS & ALLOWANCES

Project:	Bunnell Coquina City Hall Phase 1	Project Area:	4,400	Project Notes:
Location:	Bunnell, Florida	Dated:	9/18/2023	
Architect:	Loci Architects, LLC	Version:	V1	
Estimator:	B. Rives	Plan / Basis:	8.14.23 Re-Bid Set	

ALLOWANCES

The following allowances have been INCLUDED in our estimate. An allowance is included for certain cost items whose exact values may vary due to incomplete design, owner, governmental authority, or other decisions outside the Contractor's control. Upon the completion of these items, the Contractor shall provide an accounting of the actual costs incurred to complete this work and the Contractor will be granted a change order adjusting the contract amount to reflect the actual cost. All allowances are inclusive of material, freight, taxes, labor, equipment, and OH&P unless noted otherwise.

DIV	Description	Amount
0200	Lead paint abatement	\$2,500
	TOTAL ALLOWANCES	\$2,500

RFP PRICING



FEE SCHEDULE / COST FOR SERVICES

Project:	Bunnell Coquina City Hall Phase 1	Project Area:	4,400 (SF)
Location:	Bunnell, Florida	Dated:	9/15/2023
Architect:	Loci Architects, LLC	Version:	V1
Estimator:	B. Rives	Plan / Basis:	8.14.23 Re-Bid Set

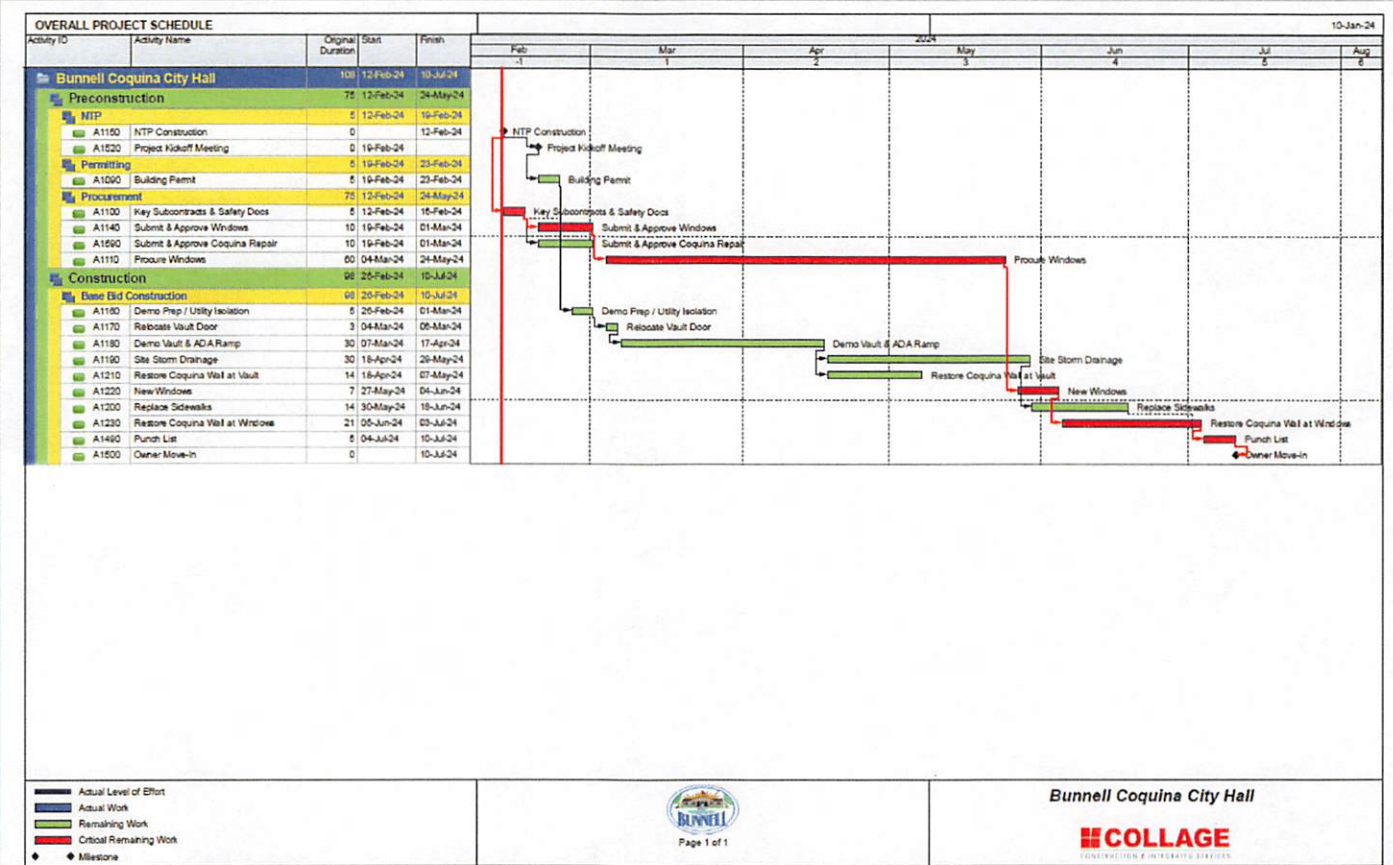
#	DESCRIPTION	HOURLY RATE*
001	Operations Manager / Executive	\$ 175.00
002	Project Manager	\$ 120.00
003	Project Superintendent	\$ 100.00
004	Project Coordinator	\$ 62.00
005	Contract Administrator	\$ 62.00

* Inclusive of taxes and fees

EXHIBIT E

A REQUIRED FORMS / 7. PROJECT TIMELINE

Submit a forecast of the Contractor's ability to assign resources to the project and a timeline for the successful completion of *The Restoration of the Historic Bunnell Coquina City Hall Phase 1*. This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida is required to be complete by **June 30, 2024**.



Sheet No.	Description	Date
REQUEST FOR PROPOSAL		
	Restoration of the Historic Bunnell Coquina City Hall Phase 1 Job # 2211 RFP2023-01 (Project Manual)	RE-BID 8/14/2023
	Addendum No. 01	8/25/2023
	Addendum No. 02	9/5/2023
STRUCTURAL		
S0.1	General Notes	7/17/2023
S1.1	Floor Plan	7/17/2023
S2.1	Sections	7/17/2023
ARCHITECTURAL		
A-0	Cover Sheet, Location Map & Site Plan	8/14/2023
D-1	Demolition Drawings	8/14/2023
LS-1	Code Summary and Life Safety Plan	8/14/2023
C-1.1	Grading Plan	8/14/2023
C-1.2	Nyoplast Details	8/14/2023
A-1	Floor Plan and General Notes	8/14/2023
A-2.1	Exterior Elevations	8/14/2023
A-2.2	Exterior Elevations	8/14/2023
A-3.1	Window Schedules and Details	8/14/2023
A-3.2	Bid Alternate #1 Door Schedule and Details	8/14/2023
SPECIFICATIONS AND REPORTS		
	Project Specifications	8/14/2023
	Hazardous Materials Report	2/14/2023



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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

RFP 2023-01 RE-BID Restoration of the Historic Bunnell Coquina City Hall Phase 1
200 S Church Street, Bunnell, FL 32110

THE OWNER:

(Name, legal status and address)

City of Bunnell
604 E Moody Boulevard
Bunnell, FL 32110
City Project No.: 2024-03

THE ARCHITECT:

(Name, legal status and address)

Loci Architects, LLC
834 South Shores Road
Jacksonville, FL 32216

TABLE OF ARTICLES

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9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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- 14 **TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 **CLAIMS AND DISPUTES**

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

RFP 2023-01 RE-BID Restoration of the Historic Bunnell Coquina City Hall Phase 1 200 S Church Street,
Bunnell, FL 32110

...

City of Bunnell
604 E Moody Boulevard
Bunnell, FL 32110
City Project No.: 2024-03

...

Loci Architects, LLC
834 South Shores Road
Jacksonville, FL 32216



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 1/25/2024 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Piggyback Municipal Agreements with Hawkins
(Dumont) Chemicals for Bulk Chemicals
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
2022-13 Hawkins Mutual Agreement Amendment	Contract
2022-13 Hawkins Mutual Agreement	Contract
Palm Coast ITB-UT-22-45	Contract
2024-04 Hawkins Mutual Agreement	Contract
Deltona ITB No PW22049	Contract
2024-05 Hawkins Mutual Agreement	Contract
West Palm Beach ITB 20-21-121	Contract
2024-06 Hawkins Mutual Agreement	Contract
Panama City Beach ITB PCB22-73	Contract

Summary/Highlights:

The Infrastructure Department is seeking approval to piggyback the following municipalities for various bulk chemical purchases:

City of Palm Coast - #2022-13 Renewal:
Ammonium Sulfate (AS4000) \$5.50/gal
ClearFlow PT \$13.75/gal
Term: expires 08.10.2024 with a 1-year renewal option

City of Deltona - #2024-04:
Liquid Citric Acid – 50% Solution Strength \$19.50/gal
Calcium Hypochlorite 100lb drum \$350/dr
Term: expires 11.16.2024 with 2 1-year renewal options

City of West Palm Beach - #2024-05:
Sodium Hypochlorite \$2.75/gal
Term: expires 03.15.2025 with 1 2-year renewal option

Panama City Beach - #2024-06:
Sodium Bisulfite \$5.35/gal
Term: expires 09.25.24 with a 1-year renewal option

Background:

The City of Bunnell currently uses and needs to update chemical service agreements for the drinking water and wastewater treatment plant facilities. The agreements are very beneficial to the city; they lock in pricing for specific products and amounts of time. This will help simplify our staff time and overhead costs of purchasing chemicals which we use on a daily basis at the plants.

Staff Recommendation:

Approval to piggyback Municipal Agreements with Hawkins (Dumont) Chemicals for various bulk chemicals.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

CONTRACT NO. 2022-03

**FIRST AMENDMENT TO LETTER AGREEMENT FOR
MICRO-SURFACING SERVICE BETWEEN ASPHALT PAVING SYSTEMS, INC. AND
CITY OF BUNNELL, FLORIDA**

THIS FIRST AMENDMENT is made on this 12th day of February, 2024 to that certain Letter Agreement ("Agreement") entered into by and between Hawkins, Inc., a foreign limited liability company authorized to do business in the State of Florida, ("Contractor"), 2263 Clark Street, Apopka, FL 32703, and the City of Bunnell ("Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, effective as of August 10, 2023.

WHEREAS, Contractor executed Chemicals for Water Treatment Plants Contract No ITB UT-22-45 ("Contract") with the City of Palm Coast, Florida effective on August 11, 2022; and

WHEREAS, City of Palm Coast is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, Bunnell was and continues to be in need of bulk chemicals similar to the services Contractor was and continues to provide City of Palm Coast, which would allow compliance with the standards and regulations of any Federal and/or State and/or regulatory agencies; and

WHEREAS, Section 2-118(b) of the Bunnell Code of Ordinances provides that when it is in the best interest of the city, Bunnell may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with Bunnell's competitive bid policy; and

WHEREAS, the Bunnell City Commission found Contract was competitively bid by City of Palm Coast with procedural guarantees of fairness and competitiveness equivalent to those of Bunnell; 2) the Contractor authorized Bunnell to "piggyback" on the competitive pricing of Ammonium Sulfate (AS4000) at \$5.50/gal and ClearFlow PT at \$13.75/gal as provided to City of Palm Coast in Contract; and 3) it was in the best interest of the residents of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained in Contract; and

WHEREAS, the parties agreed and consented to "piggyback" on the rates/prices and terms and conditions in Contract, including all attachments, addenda, unit prices, and all other applicable documents; and

WHEREAS, although the term of the executed Contract was due to expire on August 10, 2023, the Contract also includes an option to extend the term for 2 additional 1-year periods; and

WHEREAS, due to Contractors past performance, Bunnell desires to exercise one of two options to extend the term of the Agreement for an additional year.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Term. The term of the Agreement between the parties is hereby extended to August 10, 2024, by this First Amendment.

3. Effective Date. This amendment shall be effective as of August 11, 2023.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

HAWKINS, INC.

Print Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: February 12, 2024

ATTEST:

Kristen Bates, City Clerk

Approved as to Legal Form

Vose Law Firm, City Attorney

2022-13

**MUTUAL CONSENT AGREEMENT FOR
BULK WATER TREATMENT CHEMICALS
BETWEEN HAWKINS, INC. AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT is made and entered into by and between Hawkins, Inc., a Minnesota Corporation authorized to do business in the State of Florida, ("Contractor"), 2381 Rosegate, Roseville, MN 55113, and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 E. Moody Blvd., Unit 6, Bunnell, Florida 32110.

WHEREAS, Contractor executed Chemicals for Water Treatment Plants Contract No. ITB-UT-22-45 ("Contract No. ITB-UT-22-45) with the City of Palm Coast, Florida effective on 8/02/2022; and

WHEREAS, the City of Palm Coast is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City of Bunnell is in need of bulk chemicals similar to the services Contractor is providing to the City of Palm Coast, which would allow the water treatment plants to safely and effectively treat water; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, a complete copy of the City of Palm Coast's original Bid/RFP, a copy of the City of Palm Coast's award letter, memo, agenda item to the Contractor and a copy of the Contractor's proposal has been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

WHEREAS, the Bunnell City Commission finds Contract No. ITB-UT-22-45 was competitively bid with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City of Bunnell to "piggyback" on the competitive pricing provided to the City of Daytona Beach in Contract No. ITB-UT-22-45; and

3) it is in the best interest of the residents of the City of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained Contract No. ITB-UT-22-45; and

WHEREAS, Bunnell City Commission further finds the criteria in Section 2-118(b) of the Bunnell Code of Ordinances is satisfied and the parties hereby agree and consent to "piggyback" on the rates/prices and terms and conditions in Contract No. ITB-UT-22-45, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Standard Terms. The terms and conditions of Contract No. ITB-UT-22-45, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of Contract No. ITB-UT-22-45 and this Agreement, the terms and conditions contained in this Agreement shall prevail.

3. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY OF BUNNELL, CITY CLERK, AT 201 W. MOODY BLVD, BUNNELL, FLORIDA 32110.**

4. **Public Records Compliance Indemnification.** Contractor agrees to indemnify and hold the City of Bunnell harmless against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the City of Bunnell to seek declaratory, injunctive, or other appropriate relief against Contractor in Flagler County Circuit Court on an expedited basis to enforce the requirements of this term.

5. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification provided by the City of Bunnell specified in the Agreement shall not be construed as a waiver of the City of Bunnell's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by the City of Bunnell in the Agreement in derogation hereof shall be void and of no force or effect.

6. **Insurance.** The City of Bunnell shall be substituted for the City of Palm Coast in all insurance matters contained in Section 12 of Contract No. ITB-UT-22-45 and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate the City of Bunnell as a certificate holder as follows:

City of Bunnell
Attention: City Manager
201 W. Moody Blvd.
Bunnell, FL 32110

7. **Notice.** Notice, as addressed in Section 16 of Contract No. ITB-UT-22-45, when required to be provided to the City of Bunnell shall be provided to the City Manager.

8. **Payment.** The City of Bunnell shall pay Contractor in accordance with the City of Bunnell's finance policy and Florida law at the rates contained in Contract No. ITB-UT-22-45.

9. **Mediation.** Each party shall pay for any costs it incurs related to mediation, with the exception of the fee for the mediator's services, which shall be paid equally by both parties. Neither party shall be responsible for payment of a mediator's travel expenses unless otherwise

agreed to in writing.

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Contact Person. The primary contact person under this Agreement for the City of Bunnell shall be:

Dustin Vost, Infrastructure Director
dvost@bunnellcity.us
386-437-7515

12. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

13. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, 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. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

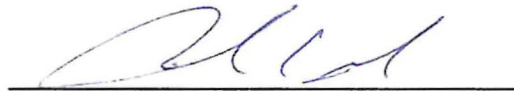
Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor

(i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

HAWKINS, INC.



Print Name: Raymond Pool

Title: Regional Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of September, 2022, by Raymond Pool of Hawkins, Inc., a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.


Signature of Notary Public - State of Florida

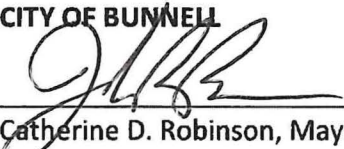
Brandon Rice

Printed/Typed/Stamped Name of Notary

My commission expires:




CITY OF BUNNELL


For Catherine D. Robinson, Mayor

Date: 10/10/2022

Approved as to Legal Form


Wade Vose, City Attorney

Vose Law Firm

ATTEST:


Kristen Bates, City Clerk

Seal:



BPO Mgr. Approval




CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Hawkins Inc.Project Name: Chemicals for Water Treatment PlantsBid/Reference # ITB-UT-22-45Contract Type: Master Price AgreementContract Value \$ n/aResolution # 2022- 95City Council Approval Date: 8/2/2022Standard Contract Template (Y/N): YIf No, then Reviewed by
City Attorney: n/aLength of Contract: 1 yearRenewable (Y/N): yesIf Yes, # and length of
renewals: 2 at one year eachCity's Project Manager Donald Holcomb**Brief Description/Purpose:**Price Agreement for the purchase of various chemicals used by the City's water treatment plants as needed.**Approvals:**Responsible Dept. Director Stephen FlanaganDate: Aug 10, 2022 | 2:53 PMCity Finance Helena AlvesDate: Aug 10, 2022 | 1:14 PMCity Attorney Nysa BorkertDate: Aug 9, 2022 | 9:50 AM EDTCity Manager Denise BermanDate: Aug 11, 2022 | 7:02 AM EDTVendor Name and Email Address: Raymond Pool chuck.pool@hawkinsinc.com



city of PALM COAST

Finance Department
Budget & Procurement Office

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

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

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

Thank you.

Regards,
City of Palm Coast

Budget & Procurement Office



please recycle

palmcoastgov.com



MASTER PRICE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

3. COMPENSATION.

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

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

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

4. TERM AND TERMINATION.

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

B. Termination.

- i. Termination Without Cause. CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.
- ii. Termination For Cause. City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

- i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.
- ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
- iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

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

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

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

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

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

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

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

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

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

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

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

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

14. E-VERIFY REGISTRATION AND USE

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

B. Subcontractors

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

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

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

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

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

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

FOR CITY:

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

FOR SUPPLIER:

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

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

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

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

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

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

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

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

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

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

CITY OF PALM COAST

DocuSigned by:
By: Denise Bevan
B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

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

HAWKINS, INC.

DocuSigned by:
By: Raymond Pool
5A78B012F4 Corporate Officer

Print: Raymond Pool

Title: Region Manager

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

Exhibits:

A: Product/Price List

B: Insurance Requirements

**Exhibit A
PRODUCT/PRICE LIST**

PRICE SCHEDULE FORM

Hawkins, Inc.

Company Name of Bidder

2263 Clark St.

Mailing Address

Apopka, FL 32703

City, State, Zip

chuck.pool@hawkinsinc.com

800-330-1369

Email

Phone

CHEMICAL	ESTIMATED ANNUAL VOLUME	UNIT OF MEASURE	BID PRICE SUBMISSION
Liquid Sulfuric Acid (50%)	7,100	* Wet Ton Gallons	\$ 3.25 GA
Liquid Corrosion Inhibitor (30% polyphosphate and 70% orthophosphate), minimum 35% active ingredients (Total PO4), NSF Certified	12,000	Gallons	\$ 13.75 GA
Ammonium Sulfate Solution	30,000	Gallons	\$ 5.50 GA
SUM OF THE THREE (3) ITEMS			\$ 356,625.00


Price in US Dollars: SUM FROM ABOVE \$ 356,625.00

Price written out:

Three hundred fifty six thousand six hundred twenty five dollars

Prices shall include all applicable taxes.

Pursuant to and in compliance with the Invitation To Bid, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract Documents, local conditions affecting the performance of the work, and the cost of the work at the places where the work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Invitation to Bid requirements, including any addenda, and Contract Documents, for the amount set forth above.

 Authorized Signatory	06/22/2022 Date
Raymond Pool Name	
Regional Manager Title	

* Per Scope of Services on Page 4 starts from Wet Ton to Gallons

Exhibit B INSURANCE REQUIREMENTS

1. GENERAL.

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

2. INSURANCE COMPANY REQUIREMENTS.

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

3. COVERAGE.

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

3.1.1. Workers' Compensation/Employer's Liability.

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

B. Employers Liability Coverage

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

3.1.2. Commercial General Liability.

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

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

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

3.1.3. Business Auto Policy.

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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
INSURER(S) AFFORDING COVERAGE	
INSURED Hawkins, Inc. 2381 Rosegate Roseville, MN 55113	INSURER A: Nautilus Insurance Company INSURER B: Aspen Speciality Insurance Company INSURER C: Great Divide Insurance Company INSURER D: The Ins Co of the State of Pennsylvania INSURER E: INSURER F:
NAIC #	
17370	
10717	
25224	
19429	

COVERAGES

CERTIFICATE NUMBER: 318910458
REVISION NUMBER:

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

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

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

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

Re: ITB #ITB-UT-22-45.

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

CERTIFICATE HOLDER

CANCELLATION

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

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 J. Smyth

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AGENCY CUSTOMER ID: HAWKIINC
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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

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

POLICY NUMBER: GLP2033069-10

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

POLICY NUMBER: GLP2033069-11

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

This endorsement modifies insurance provided under the following:

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

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

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

However:

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

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

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

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

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

City of Palm Coast, Florida Agenda Item

Agenda Date: August 2, 2022

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

SOURCE OF FUNDS WORKSHEET FY 2022

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

Recommended Action :

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

RESOLUTION 2022-____
VARIOUS CHEMICALS

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

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



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

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

Date: 6/24/2022

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

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

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

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

For questions regarding the NOIT please contact Procurement Coordinator jkscott@palmcoastgov.com.

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

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



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

Project Overview

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

Awarded Suppliers	Reason	Score
Hawkins, Inc.		100 pts



Seal status

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

Conflict of Interest

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

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



Project Criteria

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



Scoring Summary

Active Submissions

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

**RESOLUTION 2022-95
VARIOUS CHEMICALS**

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

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

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

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

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

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

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

ATTEST:



VIRGINIA A. SMITH, CITY CLERK

CITY OF PALM COAST



DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:



NEYSA BORKERT, CITY ATTORNEY

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



CONTRACT NO. 2024-04

**LETTER AGREEMENT FOR
BULK WATER TREATMENT CHEMICALS
BETWEEN HAWKINS, INC. AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT is made entered into by and between Hawkins, Inc., a foreign limited liability company authorized to do business in the State of Florida, ("Contractor"), 2263 Clark Street, Apopka, Florida 32703, and the City of Bunnell ("City"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110.

WHEREAS, Contractor executed Chemicals for Water Treatment Plants Contract ITB No. PW22049 ("Contract") with the City of Deltona ("Deltona"), Florida effective on November 17, 2022; and

WHEREAS, Deltona is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City was and continues to be in need of bulk chemicals similar to the services Contractor was and continues to provide Deltona, which would allow compliance with the standards and regulations of any Federal and/or State and/or regulatory agencies; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, a complete copy of Hawkins, Inc.'s original Bid/RFP, a copy of Deltona's award letter, memo, agenda item to the Contractor and a copy of the Contractor's proposal has been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

WHEREAS, the Bunnell City Commission finds the Contract was competitively bid by Deltona with procedural guarantees of fairness and competitiveness equivalent to those of Bunnell; 2) the Contractor authorized Bunnell to "piggyback" on the competitive pricing of Liquid Citric Acid at \$19.50/gal and Calcium Hypochlorite at \$350.00/dr as provided to Deltona in the Contract; and 3) it was in the best interest of the residents of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained in

the Contract; and

WHEREAS, Bunnell City Commission further finds the criteria in Section 2-118(b) of the Bunnell Code of Ordinances is satisfied and the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in the Contract, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Standard Terms. The terms and conditions of the Contract, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of the Contract and this Agreement, the terms and conditions contained in this Agreement shall prevail.

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold Bunnell harmless against any and all claims, damage awards, and causes of action arising from Contractor’s failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys’ fees and costs arising therefrom. Contractor authorizes Bunnell to seek declaratory, injunctive, or other appropriate relief against Contractor in Flagler County Circuit Court on an expedited basis to enforce the requirements of this term.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification provided by Bunnell specified in the Agreement shall not be construed as a waiver of Bunnell’s sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Bunnell in the Agreement in derogation hereof shall be void and of no force or effect.

5. Insurance. Bunnell shall be substituted for the City of Deltona in all insurance matters contained in Section 2.h. of the Contract and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate Bunnell as a certificate holder as follows:

City of Bunnell
Attention: City Manager
604 E Moody Blvd. Unit 6

Bunnell, FL 32110

6. Notice. Notice, as addressed in Section 34 of the Contract, when required to be provided to Bunnell shall be provided to the City Manager.

7. Payment. Bunnell shall pay the Contractor in accordance with the City of Bunnell's finance policy and Florida law at the rates contained in the Contract.

8. Mediation. Each party shall pay for any costs it incurs related to mediation, with the exception of the fee for the mediator's services, which shall be paid equally by both parties. Neither party shall be responsible for payment of a mediator's travel expenses unless otherwise agreed to in writing.

9. Venue and Jurisdiction. Notwithstanding any other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Contact Person. The primary contact person under this Agreement for Bunnell shall be Dustin Vost, Infrastructure Director, PO Box 756, Bunnell, FL 32110 (dvost@bunnellcity.us).

11. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

12. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, 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. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the

following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

HAWKINS, INC.

Print Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: February 12, 2024

Approved as to Legal Form

Vose Law Firm, City Attorney

Attest

Kristen Bates, City Clerk

**AGREEMENT BETWEEN CITY OF DELTONA AND
HAWKINS, INC. FOR SERVICES
PER ITB NO. PW22049**

THIS AGREEMENT is made and entered into this 17 day of November, 2022 by and between the CITY OF DELTONA, a municipality of the State of Florida, whose address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the "City" and HAWKINS, INC., duly authorized to conduct business in the State of Florida, whose principal address is 2263 CLARK STREET, APOPKA, FLORIDA 32703, hereinafter called the "Supplier".

WHEREAS, the City desires to obtain services related to As Needed Chemicals and Chemical Feed Equipment per ITB No. PW22049. The work generally involves all work as described in the bid documents, specifications, drawings and any addendum issued for this project.

WHEREAS, the City requested and received expressions of interest from one company to provide these services; and

WHEREAS, Supplier is competent and qualified to furnish said services to the City and desires to provide its services for this project.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Services

2.1 Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Supplier to provide As Needed Chemicals and Chemical Feed Equipment per ITB No. PW22049, attached hereto and incorporated herein by reference, and Supplier's bid dated September 20, 2022.

2.2 The services, as described in ITB No. PW22049, to be rendered by the Supplier, shall be for a period of one (1) year, with the option to renew for three (3) additional one (1) year periods upon mutual written consent by both parties.

2.3 The services to be rendered by the Supplier shall include all labor, materials, and incidentals necessary to perform all work indicated and specified in the ITB documents.

2.4 Supplier acknowledges that nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Supplier or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

2.5 Supplier shall be responsible for obtaining all requires federal, state or local permits required to complete the scope of work under this Agreement

Article 3. Payment

3.1 The City agrees to compensate Supplier for work performed, completed and accepted by the City's representative for commodities and services provided at the cost indicated on the attached pricing sheet described as Exhibit A, attached hereto and incorporated herein by reference. Fees for any additional work needed will be agreed upon prior to any commodity or service being provided.

3.2 Invoices shall be submitted to the City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL 32725 or via email to: accountspayable@deltonafl.gov. Each invoice shall contain the purchase order number, provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent. The City will accept partial deliveries.

3.3 The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.4 The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein.

3.5 The Supplier shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder other than those fees as stated in Exhibit A. The Supplier hereby agrees that the pricing, as stated in Exhibit A, is inclusive of all overhead and administrative expenses.

3.6 In the event a specific project is to be funded by state or federal monies, the Supplier hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed, submitted, and approved by the City.

Article 4. Special Terms and Conditions

4.1 Qualifications. Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida Statutes to perform the services contained herein.

4.2 Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the Supplier; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Supplier and accepted by the City.

- A. Upon notification to the Supplier of termination by the City, Supplier will immediately discontinue all services affected unless the notice directs otherwise.
- B. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Supplier for actual work satisfactorily completed.
- C. Termination for Cause. If the termination of this Agreement is due to the failure of the Supplier to fulfill his contractual obligations, City shall reimburse Supplier for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- D. In the event of termination of this Agreement, all work, reports, and other work product produced by Supplier in connection with the Agreement shall be returned to the City and become and remain the property of the City.

4.3 Assignment. This Agreement may not be assigned or transferred in any manner by Supplier without prior written approval of the City.

4.4 Insurance and Bond. Supplier shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. Supplier shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance and endorsement evidencing the required insurance, which is as follows:

- (A) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance

Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage available limits fully available during the entire contract period:

General Liability	
Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$1,000,000
Premises Operation	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Professional Liability	\$1,000,000
Blanket Contractual Liability	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

- (B) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
Or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$ 100,000

- (C) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).
- (D) Contractors pollution liability policy with minimum limits and coverage of \$1,000,000 each loss/aggregate.
- (E) Additional Requirements:

(1) City of Deltona shall be **named and endorsed** as an additional insured on the General liability policy.

(2) The General Liability policy is to contain or be endorsed to name the City, its officers, officials and employees as additional insureds as respects to the liability arising out of the activities performed under this Agreement. Such coverage shall be primary to the extent of Supplier negligent acts or omissions or willful misconduct, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as

subject to the waiver. Coverage shall be on an "occurrence" basis and not "claims made".

(3) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(4) Certificates of insurance shall identify the Bid number, contract, project, etc. in the Description of Operations section of the Certificate.

(5) Supplier shall be responsible for subcontractors and their insurance.

(6) The Certificate holder section of each policy shall state: City OF DELTONA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.

(7) Supplier shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.

4.5 Indemnity. Supplier shall indemnify, defend and hold harmless City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Supplier and persons employed or utilized by Supplier in the performance of this Contract. This indemnification shall survive the term of this Contract. In addition, any act alleged to give rise to an action in inverse condemnation shall be subject to the same indemnification.

4.6 Independent Supplier. Supplier agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of City. Contractor shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

4.7 Ownership of Deliverables.

(a) Title to all work product produced by Supplier pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Supplier shall deliver all

such original work product to City upon completion thereof unless it is necessary for Supplier, in City's sole discretion to retain possession for a longer period of time.

(b) The documents, reports, and similar materials provided or created by Supplier are public records and Supplier shall abide by applicable requirements of Florida law. Supplier shall notify the City within 24 hours of receiving the request to release the information concerning the subject project to a member of the media and/or to the public. The City's notification shall to the extent possible provide the name, date, time and type of information requested to be released prior to the Supplier's release or disclosure of information to the media or to the public.

4.8 Return of Material. Upon the request of the City, but in any event upon termination of this Agreement, Supplier shall surrender to the City all memoranda, notes, records, and other documents or materials pertaining to the services hereunder, that were furnished to the supplier by the City pursuant to this Agreement. Supplier may keep copies of all work products for its records.

4.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the Supplier of his duty to perform or give rise to any right to damages or additional compensation from the City. The Supplier expressly acknowledges and agrees that the Supplier shall receive no damages for delay. The Supplier's sole remedy, if any, against the City shall be the right to seek an extension to the contract time.

4.10 Retaining Other Supplier's by City. Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Supplier or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

4.11 Accuracy. The Supplier is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Supplier shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

4.12 Codes and Regulations. All work completed under this Agreement shall at all times comply with all applicable federal, state and local statutes, codes, regulations and ordinances.

4.13. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess

of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4.14 Prohibition against Contingent Fees. Supplier warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Supplier to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Supplier, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

4.15 Dispute Resolution. Volusia County, Florida shall have jurisdiction for any disputes that may arise between the parties.

Article 5. General Conditions

5.1 This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

5.2 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. The City may make changes in the services at any time by giving written notice to Supplier. If such changes increase (additional services) or decrease (eliminate any amount of work) in the scope of work, City and Supplier shall modify this agreement through issuance of a change order. All change orders shall be authorized in writing by City prior to commencing or reducing any term of this agreement.

5.3 Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the Supplier shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Supplier's performance of any of the services furnished under this Agreement.

5.4 In the event Supplier, during the course of the work under this Agreement, requires the services of any Sub-Contractor or other professional associates in connection with service covered by this Agreement, Supplier must secure the prior written approval of the City. If Sub-Contractors or other professional associates are required in connection with the services covered by this Agreement, Supplier shall remain fully and solely responsible for the services of and monies owed to Sub-Contractors or other professional associates.

5.5 It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The City, upon request by Contractor, shall designate in writing and shall advise Contractor in writing of one (1) or more City employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

5.6 No claim for services furnished by the Supplier not specifically provided for herein shall hold the City liable or be honored by the City.

5.7 The Supplier agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

5.8 The Supplier hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the Supplier to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

5.9 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

5.10 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this Agreement.

5.11 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

5.12 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

5.13 During the term of this Agreement Supplier assures City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Supplier does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Supplier employees or applicants

for employment. Supplier understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

5.14 Public Records. The Supplier shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. Specifically, the Supplier shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Upon request of 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 state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 878-8100, jraftery@deltonafl.gov, 2345 Providence Blvd., Deltona, Florida 32725.

Article 6. Severability and Notice

6.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Supplier:
Raymond Pool
Regional Manager
Hawkins, Inc.
2263 Cark St.
Apopka, FL 32703

If to City:
Marsha Segal-George
Interim City Manager
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725 and

Joyce Raftery
City Clerk
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement consists of the following:

This Agreement
Notice of Award and Notice to Proceed
ITB Documents, to include Project Manual and Drawings
Addendum, if any
Contractor's Response to ITB

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

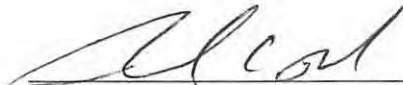
ATTEST:


Secretary *Brant - Lisa*

(CORPORATE SEAL)



CONTRACTOR:

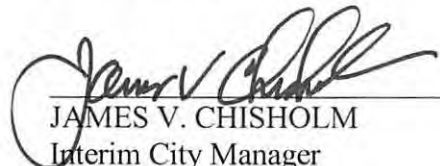

President *Regina Henry*

11-17-2022
Date

ATTEST:


JOYCE RAFTERY
City Clerk

CITY OF DELTONA


JAMES V. CHISHOLM
Interim City Manager

11-28-22
Date

Approved as to Form and Legality:


MARSHA SEGAL-GEORGE
City Attorney

* EXHIBIT A *

SCHEDULE 1 - ASNEEDED CHEMICALS

ITEM	DESCRIPTION	Quantities (for bidding purposes only)	Unit Price per Unit of Measure	Extended Price
1	HYDRATED LIME - 50# BAG	300 bags	\$20.00 per bag	\$ 6,000.00
2	ALUMINUM SULFATE, 48% 50% - MINI BULK	8,000 gallons	\$2.15 per gallon	\$17,200.00
3	ALUMINUM SULFATE, 50% - MINI BULK (For RIB Site location. Usage is estimated. System is not up and running at this time)	TBD up to 45,000	\$ 2.15 per gallon	\$ 96,750.00
4	POLYORTHOPHOSPHATE, 60/ 40 BLEND - MINI BULK	30,000 gallons	\$ 19.50 per gallon	\$ 585,000.00
5	SODIUM HYPOCHLORITE, 12.5% - SMALL BULK	220,000 gallons	\$ 1.75 per gallon	\$ 385,000.00
6	CALCIUM HYPOCHLORITE, GRANULAR - 100# PAIL	40 pails	\$ 350.00 per pail	\$ 14,000.00
7	TOTAL CATIONIC (Cedar FLOC551 or equivalent) - 275 GALLON TOTE FBS-C-1282 (For RIB Site location. Usage is estimated. System is not up and running at this time)	TBD up to 2,200	\$23.50 per gallon	\$ 51,700.00
8	POLYMER, DMK 720 OR EQUIVALENT - 55 GALLON DRUM	2 drums	\$ 19.95 per gallon	\$ \$2,194.50
9	TRICHLORTABS - 50# PAIL	10 pails	\$325.00 per pail	\$ 3,250.00
10	AMMONIUM SULFATE, 40% - MINI BULK	50,000 gallons	\$ 4.75 per gallon	\$237,500.00
11	FBS-C-1282 POLYMER (Fort Bend Services) - 275 GALLON TOTE	12 totes	\$23.50 per gallon	\$ 77,550.00
12	AQUAHAWK POLYMER 1124 IBC 1000L - 300 GALLON TOTE	8 totes	\$36.00 per gallon	\$ 86,400.00
13	MICROC2000 - BULK	800 gallons	\$6.95 per gallon	\$ 5,560.00

SCHEDULE 1 - ASNEEDED CHEMICALS(CONTINUED)

ITEM	DESCRIPTION	Quantities (for bidding purposes only)	Unit Price per Unit of Measure	Extended Price
14	SODIUM HYDROXIDE	300 gallons	\$8.25 per gallon	\$2,475.00
15	CITRICACID - 300 GALLON TOTE	1 tote	\$19.50 per gallon	\$ 5,850.00
TOTAL EXTENDED PRICE				\$1,576,429.50

SCHEDULE 2 – AS NEEDED CHEMICAL FEED EQUIPMENT

ITEM	DESCRIPTION	Unit of Measure	Unit Price
1	Chemtec 200 Series Pump	EACH	\$1,300.00
2	Wallace & Tiernan PPS Model S10 w/o motor	EACH	\$6,685.00
3	Wallace & Tiernan PPS Model S10 Tube	EACH	\$548.00
4	Wallace & Tiernan PPS Model S10 roller assembly replacement kit	EACH	\$1,456.00
5	Wallace & Tiernan PPS Model S16 w/o motor	EACH	\$8,194.20
6	Wallace & Tiernan PPS Model S16 w/ motor	EACH	\$9,205.00
7	Wallace & Tiernan PPS Model S16 Tube	EACH	\$814.80
8	Wallace & Tiernan PPS Model S16 roller assembly replacement kit	EACH	\$1,484.00
9	Stenner Pump – Single Head, Adjustable	EACH	\$561.44
10	Stenner Pump – 85 Series Complete	EACH	\$334.69
11	Stenner Pump tube #7, (5pk) MCCP207	EACH	\$106.70
12	Stenner Pump – Head Service Kit – QP107K	EACH	\$71.74
13	Stenner Pump – Feed Rate Control Service Kit – FSK100	EACH	\$68.86
14	Stenner Pump – Gear Case Service Kit – GSK85A	EACH	\$134.12
15	Stenner Pump – Quick Pro Pump Head (2pk) – GP257-2	EACH	\$299.14

16	Parts for Chemtec or Stenner	EACH	\$15% off
17	Walchem EH Series Pump	EACH	\$1,755.00
18	Walchem Spare Parts Kit EH Series	EACH	\$291.00
19	Duplex Pump Skid w/o Pumps	EACH	\$10,900
20	Triplex Pump Skid w/o Pumps	EACH	\$18,270.00
21	Moore Controller with Programming	EACH	\$5,000.00
22	Engineering Fee for FDEP Permitting-Minor Mods	EACH	\$90.00/hr
23	Field Service Work	HOUR	\$80.00/hr
24	Seametrics Magnetic Flow Meter	EACH	\$2,850.00
25	24 VDC Power Supply	EACH	\$100.00
26	4/20 ma Automation Direct FC-11 Loop Isolator	EACH	\$270.20
27	NEMA panel Pre-wired w/Terminal Boards	EACH	\$935.00
28	Two Pump NEMA 4X Panel w/HOA switches	EACH	\$2,117.13
29	Three Pump NEMA 4X Panel w/HOA switches	EACH	\$3,694.35
30	HOA1.0 Three Position Selector Switch	EACH	\$323.00
31	EDCO 120VAC Surge Suppression	EACH	\$126.95
32	EDCO DRS-036 (Analog) Surge Suppression	EACH	\$123.26
33	Baldor 1/2 HP 3-Phase wash-down duty motor	EACH	\$901.00

SCHEDULE 2 – AS NEEDED CHEMICAL FEED EQUIPMENT (CONTINUED)

ITEM	DESCRIPTION	Unit of Measure	Unit Price
34	Baldor 15J AC Drive	EACH	\$650.00
35	Baldor 15J AC Drive mounted in NEMA 4X panel	EACH	\$2,500.00
36	Welded PVC Shelf	EACH	\$399.99
37	Blue Ribbon Pressure Gage (0 -100 psi)	EACH	\$181.00
38	½" Griffco Backpressure Valve/Relief Valve	EACH	\$264.00
39	½" Griffco Three Port Pressure Relief Valve	EACH	\$316.40
40	½" Spare Parts Kit for Backpressure Valve	EACH	\$84.00
41	Sentry III Pulse Dampener (CPVC/Hypalon)	EACH	\$422.16
42	Sentry III Bladder	EACH	\$132.66
43	Calibration Column – 200 ml (0 – 6.4 gph)	EACH	\$110.00
44	Calibration Column – 500 ml (0 - 16 gph)	EACH	\$135.00
45	Calibration Column – 1000 ml (0 - 32 gph)	EACH	\$150.00
46	1" Clear PVC Y-Strainer	EACH	\$113.68
47	1" brass corporation valve	EACH	\$103.50
48	½" Quill Assembly	EACH	\$400.40

SCHEDULE 2 – AS NEEDED CHEMICAL FEED EQUIPMENT (CONTINUED)

ITEM	DESCRIPTION	Unit of Measure	Unit Price
49	4" x 1" Ductile Iron Saddle Tap	EACH	\$119.30
50	6" x 1" Ductile Iron Saddle Tap	EACH	\$127.37
51	8" x 1" Ductile Iron Saddle Tap	EACH	\$159.60
52	10" x 1" Ductile Iron Saddle Tap	EACH	\$209.59
53	12" x 1" Ductile Iron Saddle Tap	EACH	\$221.69
54	1" Spears Schedule 80 Bulkhead Fitting with Viton gasket	EACH	\$78.42
55	1½" Spears Schedule 80 Bulkhead Fitting with Viton gasket	EACH	\$91.09
56	2" Spears Schedule 80 Bulkhead Fitting with Viton gasket	EACH	\$149.45
57	½" Asahi Schedule 80 PVC Three-Way Valve	EACH	\$129.36
58	½" Asahi Schedule 80 PVC TU Ball Valves w/Viton O-rings	EACH	\$45.00
59	¾" Asahi Schedule 80 PVC TU Ball Valve w/Viton O-rings	EACH	\$55.00
60	1" Asahi Schedule 80 PVC TU Ball Valve w/Viton O-rings	EACH	\$64.68
61	1 ½" Asahi Schedule 80 PVC TU Ball Valve w/Viton O-ring	EACH	\$105.84
62	2" Asahi Schedule 80 PVC TU Ball Valve w/Viton O-rings	EACH	\$138.60
63	½" Asahi Schedule 80 PVC TU Ball Check Valve w/Viton	EACH	\$58.31

SCHEDULE 2 – AS NEEDED CHEMICAL FEED EQUIPMENT (CONTINUED)

ITEM	DESCRIPTION	Unit of Measure	Unit Price
64	½" Viton O-Ring	EACH	\$5.64
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68	2" Viton O-Ring	EACH	\$17.50
69	½" Schedule 80 PVC connectors/elbows/T	EACH	\$4.50
70	½" Schedule 80 45's/Street 90's	EACH	\$4.50
71	¾" Schedule 80 PVC connectors/elbows/T	EACH	\$4.56
72	¾" Schedule 80 PVC 45's/Street 90's	EACH	\$4.56
73	1" Schedule 80 PVC connectors/elbows/T	EACH	\$9.92
74	1" Schedule 80 PVC 45's/Street 90's	EACH	\$9.92
75	1 ½" Schedule 80 PVC connectors/elbows/T	EACH	\$15.74
76	1 ½" Schedule 80 PVC 45's/Street 90's	EACH	\$10.03
77	2" Schedule 80 PVC connectors/elbows/T	EACH	\$19.65
78	2" Polypropylene Dust Cap	EACH	\$16.30

SCHEDULE 2 – AS NEEDED CHEMICAL FEED EQUIPMENT (CONTINUED)

ITEM	DESCRIPTION	Unit of Measure	Unit Price
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82	1" Schedule 80 PVC nipple	EACH	\$3.00
83	1 ½" Schedule 80 PVC nipple	EACH	\$4.00
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85	½" to ¾" Schedule 80 PVC Reducing Bushing	EACH	\$4.00
86	¾" to 1" Schedule 80 PVC Reducing Bushing	EACH	\$4.00
87	1" to 1 ½" Schedule 80 PVC Reducing Bushing	EACH	\$9.00
88	½" Spears Union w/Viton O-ring	EACH	\$8.00
89	¾" Spears Union w/Viton O-ring	EACH	\$10.00
90	1" Spears Union w/Viton O-ring	EACH	\$12.00
91	½" Plastomatic Schedule 80 PVC Diaphragm Check Valve	EACH	\$97.97
92	½" Viton Replacement Diaphragm	EACH	\$36.76
93	1" K-flex tubing	EACH	\$3.50/ft

SCHEDULE 2 - AS NEEDED CHEMICAL FEED EQUIPMENT (CONTINUED)

ITEM	DESCRIPTION	Unit of Measure	Unit Price
94	½" Schedule 40 Clear PVC sight glass	EACH	\$2.76/ft
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96	¾" Schedule 80 PVC	EACH	\$1.05/ft
97	1" Schedule 80 PVC	EACH	\$1.52/ft
98	1½" Schedule 80 PVC	EACH	\$2.38/ft
99	½" Schedule 80 PVC Pipe Support Click	EACH	\$1.50
100	¾" Schedule 80 PVC Pipe Support Click	EACH	\$2.16
101	1" Schedule 80 PVC Pipe Support Click	EACH	\$1.50
102	1½" Schedule 80 PVC Pipe Support Click	EACH	\$2.50
103	2" Schedule 80 PVC Pipe Support Click	EACH	\$3.00
104	3" Schedule 80 PVC Pipe Support Click	EACH	\$4.00



ITB # PW 22049
AS NEEDED CHEMICALS AND CHEMICAL FEED EQUIPMENT

Required Submittals Packet

The following forms are required and are to be filled out completely and submitted within the bid submittal as per the Instructions and Information for Bidders in Section 1. Forms shall be completed in their entirety. Forms stating "see attached" and accompanied by a Contractors form or replaced by additional documents will not be accepted.

BIDDERS CHECKLIST

The following is a voluntary list for all potential bidders to use in order to ensure the accuracy of their bid submittal. Failure to submit the required forms and documentation, completely and accurately, will render your bid as Non-Responsive and it will be rejected.

- ✓ Bidder's Response and Certification Form
- ✓ Bidder's Contact and Information Form
- ✓ Bidder's Questionnaire Form
- ✓ Hold Harmless and Indemnity Agreement
- ✓ Drug-Free Workplace Form
- ✓ Acknowledgement of all Addendums
- ✓ 2 Copies of Bid Submittal (1 original and 1 Copy)

BID RESPONSE and CERTIFICATION FORM

BID of Hawkins, Inc., hereinafter called "Bidder", a
Corporation doing business as Hawkins Water Treatment Group to the
City of Deltona, Florida hereafter called "City". The Bidder, in compliance with the City's invitation for
bids for the provisions of:

The City of Deltona

ITB # PW 22049

AS NEEDED CHEMICALS AND CHEMICAL FEED EQUIPMENT

After having examined the Solicitation Documents, Instructions to Bidders, General Terms and Conditions, Specifications, addendums, proposed agreement and any other documents accompanying or made a part of this bid.

I hereby propose to furnish the items, materials, goods or services specified in the solicitation at the prices and rates quoted in my Bid.

I agree to abide by all conditions of the solicitation and understand that a background investigation may be conducted by the City of Deltona prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this bid on behalf of the vendor / seller as its act and deed and that the vendor / seller is ready, willing and able to perform if awarded the pricing agreement.

I further certify, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Deltona Government or of any other bidder interested in said solicitation; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

BASE BID: Bidder agrees to provide the described items, materials or goods within the specifications for the price shown in the schedule below:

SCHEDULE 1 – AS NEEDED CHEMICALS

ITEM	DESCRIPTION	Quantities (for bidding purposes only)	Unit Price per Unit of Measure	Extended Price
1	HYDRATED LIME – 50# BAG	300 bags	\$20.00 per bag	\$ 6,000.00
2	ALUMINUM SULFATE, 48% - MINI BULK 50%	8,000 gallons	\$2.15 per gallon	\$17,200.00
3	ALUMINUM SULFATE, 50% - MINI BULK (For RIB Site location. Usage is estimated. System is not up and running at this time)	TBD up to 45,000	\$ 2.15 per gallon	\$ 96,750.00
4	POLYORTHOPHOSPHATE, 60/ 40 BLEND – MINI BULK	30,000 gallons	\$ 19.50 per gallon	\$ 585,000.00
5	SODIUM HYPOCHLORITE, 12.5% - SMALL BULK	220,000 gallons	\$ 1.75 per gallon	\$ 385,000.00
6	CALCIUM HYPOCHLORITE, GRANULAR – 100# PAIL	40 pails	\$ 350.00 per pail	\$ 14,000.00
7	TOTAL CATIONIC (Cedar FLOC551 or equivalent) – 275 GALLON TOTE FBS-C-1282 (For RIB Site location. Usage is estimated. System is not up and running at this time)	TBD up to 2,200	\$23.50 per gallon	\$ 51,700.00
8	POLYMER, DMK 720 OR EQUIVALENT – 55 GALLON DRUM	2 drums	\$ 19.95 per gallon	\$ \$2,194.50
9	TRICHLORTABS – 50# PAIL	10 pails	\$325.00 per pail	\$ 3,250.00
10	AMMONIUM SULFATE, 40% - MINI BULK	50,000 gallons	\$ 4.75 per gallon	\$ 237,500.00
11	FBS-C-1282 POLYMER (Fort Bend Services) – 275 GALLON TOTE	12 totes	\$23.50 per gallon	\$ 77,550.00
12	AQUAHAWK POLYMER 1124 IBC1000L – 300 GALLON TOTE	8 totes	\$36.00 per gallon	\$ 86,400.00
13	MICROC2000 – BULK	800 gallons	\$6.95 per gallon	\$ 5,560.00

SCHEDULE 1 - ASNEEDED CHEMICALS(CONTINUED)

ITEM	DESCRIPTION	Quantities (for bidding purposes only)	Unit Price per Unit of Measure	Extended Price
14	SODIUM HYDROXIDE	300 gallons	\$ 8.25 per gallon	\$2,475.00
15	CITRICACID - 300 GALLON TOTE	1 tote	\$19.50 per gallon	\$ 5,850.00
TOTAL EXTENDED PRICE				\$1,576,429.50

SCHEDULE 2 – AS NEEDED CHEMICAL FEED EQUIPMENT

ITEM	DESCRIPTION	Unit of Measure	Unit Price
1	Chemtec 200 Series Pump	EACH	\$1,300.00
2	Wallace & Tiernan PPS Model S10 w/o motor	EACH	\$6,685.00
3	Wallace & Tiernan PPS Model S10 Tube	EACH	\$548.00
4	Wallace & Tiernan PPS Model S10 roller assembly replacement kit	EACH	\$1,456.00
5	Wallace & Tiernan PPS Model S16 w/o motor	EACH	\$8,194.20
6	Wallace & Tiernan PPS Model S16 w/ motor	EACH	\$9,205.00
7	Wallace & Tiernan PPS Model S16 Tube	EACH	\$814.80
8	Wallace & Tiernan PPS Model S16 roller assembly replacement kit	EACH	\$1,484.00
9	Stenner Pump – Single Head, Adjustable	EACH	\$561.44
10	Stenner Pump – 85 Series Complete	EACH	\$334.69
11	Stenner Pump tube #7, (5pk) MCCP207	EACH	\$106.70
12	Stenner Pump – Head Service Kit – QP107K	EACH	\$71.74
13	Stenner Pump – Feed Rate Control Service Kit – FSK100	EACH	\$68.86
14	Stenner Pump – Gear Case Service Kit – GSK85A	EACH	\$134.12
15	Stenner Pump – Quick Pro Pump Head (2pk) – GP257-2	EACH	\$299.14

16	Parts for Chemtec or Stenner	EACH	\$15% off
17	Walchem EH Series Pump	EACH	\$1,755.00
18	Walchem Spare Parts Kit EH Series	EACH	\$291.00
19	Duplex Pump Skid w/o Pumps	EACH	\$10,900
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84	2" Schedule 80 PVC nipple	EACH	\$4.50
85	½" to ¾" Schedule 80 PVC Reducing Bushing	EACH	\$4.00
86	¾" to 1" Schedule 80 PVC Reducing Bushing	EACH	\$4.00
87	1" to 1 ½" Schedule 80 PVC Reducing Bushing	EACH	\$9.00
88	½" Spears Union w/Viton O-ring	EACH	\$8.00
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98	1½" Schedule 80 PVC	EACH	\$2.38/ft
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103	2" Schedule 80 PVC Pipe Support Click	EACH	\$3.00
104	3" Schedule 80 PVC Pipe Support Click	EACH	\$4.00

The unit sum prices provided above shall include all labor, materials, bailing, shoring, delivery, removal, overhead, profit, insurance, etc., to cover the items, goods and materials required.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

By: Hawkins, Inc.
(Business Name)

(SEAL - if bid is by corporation)

2263 Clark St.
(Business Address)

Apopka, FL 32703
(Business City, State, Zip Code)


(Authorized Signature)

Raymond Pool
(Printed Name)

Regional Manager
(Title)

BIDDER'S CONTACT AND INFORMATION FORM

BIDDERS INFORMATION

Firm Name:	Hawkins, Inc.
Firms Principal Address:	2381 Rosegate, Roseville, MN 55113
FEIN #:	41-0771293
Account Representative Name:	Raymond Pool / Regional Manager
Account Representative Contact Information:	chuck.pool@hawkinsinc.com / 800-330-1369

BUSINESS LOCATION

Address of location in which materials are to be delivered from if different than principal address:
2263 Clark St, Apopka, FL 32703
Other office locations – Location of other offices from which resources may be drawn:
13825 SR 471, Webster, FL 33597
14510 SW SR 231, Brooker, FL 32622
871 Industrial Blvd, LaBelle, FL 33935

QUESTIONNAIRE FORM

How many years has your organization been in the business for these types of items? Since 1955
years

Is your company registered and licensed in the State of Florida to do business? ☒ YES ☐ NO

Has your organization held a previous business name? ☒ Yes ☐ No (if applicable list other names)

Hawkins Water Treatment Group

The Dumont Company

Are you currently contracted with any governmental agency? ☒ Yes ☐ No (if yes, please list)

We are the current contract holder with the City of Deltona as well as many other municipalities throughout the State of Florida,

Georgia and Alabama

Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused pre-qualification? ☐ Yes ☒ No (if so, please list and describe)

Within the previous five years has your organization or predecessor organizations ever failed to complete an order? ☐ Yes ☒ No (if so, state the name of the organization and reason)

HOLD HARMLESS AND INDEMNITY AGREEMENT

Hawkins, Inc. agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$1, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.


CONTRACTOR Raymond Pool
Regional Manager

9-20-2022
DATE

DRUG-FREE WORKPLACE FORM


The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

Hawkins, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X


Bidder's Signature

9.20.2021
Date

E-VERIFY FORM

Project Name:	As Needed Chemicals and Chemical Feed Equipment
Project No.:	PW22049

ACKNOWLEDGEMENT

1) Definitions:

"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.

"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.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:


a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

c) *By entering into this Contract, the Contractor becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit 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 20 calendar days after the date of termination. 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 1 year after the date of termination.*

COMPANY CONTACT INFORMATION

Company Name: Hawkins, Inc.

Authorized Signature: 

Print Name: Raymond Pool

Title Regional Manager

Date: 9.20.2022

Phone: 800-330-1369

Email: chuck.pool@hawkinsinc.com

Website: www.hawkinsinc.com



Affidavit of Compliance

City of Deltona

Re: Bid No. PW22049
AS NEEDED CHEMICALS AND CHEMICAL FEED EQUIPMENT

This is to certify the chemical(s) quoted in the bid referenced above and furnished by Hawkins, Inc., are in complete compliance with the required specifications of this solicitation and is certified by the NSF/ASNI Standard 60 to be used for potable water treatment.

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

Raymond C. Pool
SE Region Manager

Sworn to & Subscribed before me this 19th day of September 2022.

Brandon Rice
Notary Public, State of Florida



HAWKINS, INC. - REFERENCES

Coral Springs Improvement District	10300 NW 11th Manor	Joe Stephens	954-796-6667
	Coral Springs, FL 33071	Utilities Director	joes@csidfl.org
Polk County Utilites	1011 Jim Keene Blvd.	Edward Clark	863-815/6595
	Winter Haven, FL 33880	WW Manager	edwardclark@polk-county.net
City of Marathon	9805 Overseas Hwy	Amanda Riley	304-743-7600
	Marathon, FL 33050	Utilities Assest Management Coordinator	Rileya@ci.marathon.fl.us
City of Palm Coast	160 Cypress Point Pkwy	Fred Greiner	386-986-2347
	Palm Coast, FL 32164	Chief Opperator	fgreiner@palmcoastgov.com
Florida Keys Aqueduct	615 33rd Street Gulf	Jay Miller	305-809-2623
	Marathon, FL 33050	Director of Wastewater Operations	jmillier@fkaa.com

Company ID Number: 1650052

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Hawkins Inc
Company Facility Address	2381 Rosegate Roseville, MN 55113
Company Alternate Address	
County or Parish	RAMSEY
Employer Identification Number	410771293
North American Industry Classification Systems Code	325
Parent Company	Hawkins Inc
Number of Employees	500 to 999
Number of Sites Verified for	45 site(s)

Company ID Number: 1650052

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
AZ	1
CA	2
FL	5
GA	2
IA	2
IL	3
IN	1
KS	1
KY	1
LA	1
MN	8
MO	1
MT	1
ND	2
NE	1
NY	2
OH	1
OK	1
SD	3
TN	2
WI	3

Company ID Number: 1650052

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Cari Skarstad
Phone Number 6126178687
Fax
Email cari.skarstad@hawkinsinc.com

Name Katherine Kalenbera
Phone Number 6126178621
Fax
Email katie.kalenbera@hawkinsinc.com

Name Cari S Skarstad
Phone Number 6126178687
Fax
Email cari.skarstad@hawkinsinc.com

Company ID Number: 1650052

This list represents the first 20 Program Administrators listed for this company.

State of Florida

Department of State

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

The document number of this corporation is F14000004437.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 24, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of January,
2022*



Samuel R. Bee
Secretary of State

Tracking Number: 7589488770CC

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

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



WATER TREATMENT GROUP

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

June 19, 2020

To Whom It May Concern:

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

Thank you,

Doug Lange
Vice President
Water Treatment Group



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2021

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 USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN103177417-SATCO-ACORD-20-	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Sulphuric Acid Trading Company, Inc. 3710 Corporex Park Drive Suite 205 Tampa, FL 33619	INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA	19445
	INSURER B: N/A	N/A
	INSURER C: N/A	N/A
	INSURER D: Illinois Union Insurance Co	27960
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-009436679-50 **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 SUBR INSD WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		045780547	04/14/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	POLLUTION LIABILITY SIR: \$100,000		G24883930 007	04/01/2020	04/01/2023	Each Occurrence 1,000,000 Aggregate 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Hawkins, Inc.
2263 Clark Street
Attn: Jason Schroeder
Apopka, FL 32703

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

Marsh USA Inc.

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Hawkins Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2381 Rosegate

6 City, state, and ZIP code

Roseville, MN 55113

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 1 - 0 7 7 1 2 9 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Paul J. ...

Date ▶ 09/19/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



September 19, 2022

City of Deltona

RE: Bid No. PW22049
AS NEEDED CHEMICALS AND CHEMICAL FEED EQUIPMENT

Subject: 24-hour access phone number/Technical Support

In response to the above referenced specification, Hawkins, Inc. has technical support in place to assure the City of Deltona that we are more than qualified to support by phone and/or visit upon request.

Normal hours for Operation are as follows:

- Monday through Friday: 7:30am to 4:30pm

In addition, our 800 number (800-330-1369) is answered 24/7 by a "real person" answering service during off hours/holidays which enables them to get in touch with someone from our management team within minutes to handle technical and safety concerns.

The following is a list of personnel consisting of General Management Personnel, Degree Engineers & Certified Safety & Spill Response Personnel:

1. Chuck Pool, SE Regional Manager, Hawkins, Inc. – Cell #605-310-3325
2. Tom Tedrick, Technical Sales, Hawkins, Inc. – Cell #386-837-9466
3. Doug Pegel, Branch Manager, Hawkins, Inc. – Cell #407-221-6570
4. Brandon Rice, Customer Service Manager, Hawkins, Inc. – Cell #816-351-1677
5. David Rivers, Regulatory Consultant, Rivers Resources - Cell #813-433-4979

If you need additional information, please feel free to contact us.

Respectfully,

Raymond Pool
SE Region Manager



Description of Resources

Hawkins, Inc. manufactures and distributes chemicals from their (6) full service Florida branches located in Apopka, Brooker, Labelle, Tarrytown, Hollywood, Big Pine Key, (2) full service Georgia branches in Swainsboro and Thomasville and (1) full service branch in Mobile, Alabama. This allows Hawkins to serve the entire State of Florida, Georgia and Alabama. Hawkins main Distribution Center and main office is in Apopka, FL.

Hawkins strives to enhance relationships by focusing on product quality and delivery process. We look at our clients as partners and our emphasis is on long-term clients through how well we serve you from a drum of product to a tanker load. Our chemical market includes municipal and private water facilities, wastewater facilities, commercial swimming pools and agricultural applications. Every warehouse is stocked with product inventoried for the related customers. Hawkins has setup warehouses in strategic locations from the center of operation so that each warehouse is backed up by another, which gives clients the certainty that they will never run out of product even in emergency conditions.

Hawkins has distinguished itself from other chemical distributors by consistently furnishing high quality products and making service to our customer our top priority. Our phone is answered 24/7 including weekends and holidays by a real person answering service. They will have you in touch with one of our management team within minutes of your call. If you have an emergency, we will respond within hours so that you don't run out of chemicals. And there is never an extra charge for good service.

Our team includes people who have many years of experience in their field and some who are licensed operators or degreed technicians.



SAFETY DATA SHEET

1. Identification

Product identifier	Mississippi Lime Hydrated Lime
Other means of identification	
Product code	Standard Hydrated Lime (All Mississippi Lime Facilities), FGT Hydrated Lime, SP Hydrated Lime, Activated Hydrated Lime (AHL), High Reactivity Hydrated Lime (HR Hydrate), HRH-64 Hydrated Lime, MicroCal® Hydrates (HF, HFT20, HFT10, HM, HS, HXP), PetroCal® Hydrates (HF, HM, HS)
CAS number	1305-62-0
Recommended use	Industrial, Chemical, Construction, Environmental and Water Treatment applications of calcium hydroxide.
Recommended restrictions	Not approved for food, food contact or pharmaceutical applications.
Manufacturer/Importer/Supplier/Distributor Information	
Manufacturer:	Mississippi Lime Company
Address:	16147 US Highway 61 Ste Genevieve, MO 63670 (800) 437-5463
24 Hour Emergency Contact Number:	

2. Hazard(s) identification

Physical hazards	Not classified.
Health hazards	Skin corrosion/irritation Category 2 Serious eye damage/eye irritation Category 1 Specific target organ toxicity, single exposure Category 3 respiratory tract irritation
Environmental hazards	Hazardous to the aquatic environment, acute hazard Category 3
OSHA defined hazards	Not classified.
Label elements	



Signal word	Danger
Hazard statement	Causes skin irritation. Causes serious eye damage. May cause respiratory irritation. Harmful to aquatic life.
Precautionary statement	
Prevention	Avoid breathing dust. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear eye protection/face protection. Wear protective gloves.
Response	If on skin: Wash with plenty of water. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. If skin irritation occurs: Get medical advice/attention. Take off contaminated clothing and wash before reuse.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	None.

3. Composition/information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Calcium hydroxide (Ca(OH) ₂)		1305-62-0	93 - 100

Impurities

Chemical name	CAS number	%
Calcium carbonate	471-34-1	≤ 5
Silicon dioxide	7631-86-9	≤ 2
Magnesium Oxide	1309-48-4	≤ 1

All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a poison center or doctor/physician if you feel unwell.
Skin contact	Remove contaminated clothing. Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention. Wash contaminated clothing before reuse.
Eye contact	Do not rub eyes. Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Dusts may irritate the respiratory tract, skin and eyes. Coughing. Skin irritation. May cause redness and pain.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Use water spray to cool unopened containers.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Product is nonflammable and does not support combustion.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Avoid inhalation of dust. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
--	--

Methods and materials for containment and cleaning up

Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air). Collect dust using a vacuum cleaner equipped with HEPA filter. Prevent product from entering drains. Stop the flow of material, if this is without risk.

Large Spills: Wet down with water and dike for later disposal. Absorb in vermiculite, dry sand or earth and place into containers. Shovel the material into waste container. Following product recovery, flush area with water.

Small Spills: Sweep up or vacuum up spillage and collect in suitable container for disposal. Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Environmental precautions

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid release to the environment. Inform appropriate managerial or supervisory personnel of all environmental releases. Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage**Precautions for safe handling**

Minimize dust generation and accumulation. Provide appropriate exhaust ventilation at places where dust is formed. Do not get this material in contact with eyes. Avoid breathing dust. Avoid contact with eyes, skin, and clothing. Avoid prolonged exposure. Wear appropriate personal protective equipment. Avoid release to the environment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Material	Type	Value	Form
Calcium hydroxide (Ca(OH) ₂) (CAS 1305-62-0)	PEL	5 mg/m ³	Respirable fraction.
		15 mg/m ³	Total dust.

Impurities	Type	Value	Form
Magnesium Oxide (CAS 1309-48-4)	PEL	15 mg/m ³	Total particulate.

US. OSHA Table Z-3 (29 CFR 1910.1000)

Impurities	Type	Value	Form
Magnesium Oxide (CAS 1309-48-4)	TWA	5 mg/m ³	Respirable fraction.
		15 mg/m ³	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.
Silicon dioxide (CAS 7631-86-9)	TWA	0.8 mg/m ³	
		20 mppcf	

US. ACGIH Threshold Limit Values

Material	Type	Value	Form
Calcium hydroxide (Ca(OH) ₂) (CAS 1305-62-0)	TWA	5 mg/m ³	
Impurities	Type	Value	Form
Magnesium Oxide (CAS 1309-48-4)	TWA	10 mg/m ³	Inhalable fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value	Form
Calcium hydroxide (Ca(OH) ₂) (CAS 1305-62-0)	TWA	5 mg/m ³	

US. NIOSH: Pocket Guide to Chemical Hazards

Impurities	Type	Value	Form
Silicon dioxide (CAS 7631-86-9)	TWA	6 mg/m3	
Calcium carbonate (CAS 471-34-1)	TWA	5 mg/m3	Respirable.
		10 mg/m3	Total
Biological limit values	No biological exposure limits noted for the ingredient(s).		
Appropriate engineering controls	Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. If engineering measures are not sufficient to maintain concentrations of dust particulates below the Occupational Exposure Limit (OEL), suitable respiratory protection must be worn. If material is ground, cut, or used in any operation which may generate dusts, use appropriate local exhaust ventilation to keep exposures below the recommended exposure limits. Provide eyewash station and safety shower.		
Individual protection measures, such as personal protective equipment			
Eye/face protection	Use tight fitting goggles.		
Skin protection			
Hand protection	Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.		
Skin protection			
Other	Wear appropriate chemical resistant clothing.		
Respiratory protection	Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Chemical respirator with organic vapor cartridge, full facepiece, dust and mist filter.		
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.		
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.		

9. Physical and chemical properties

Appearance	
Physical state	Solid.
Form	Powder.
Color	White.
Odor	None.
Odor threshold	Not available.
pH	12.4 In aqueous solution
Melting point/freezing point	1076 °F (580 °C)
Initial boiling point and boiling range	Not available.
Flash point	Does not flash
Evaporation rate	Not available.
Flammability (solid, gas)	Non combustible.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	< 0.0000001 kPa (77 °F (25 °C))
Vapor density	Not available.
Relative density	Not available.

Solubility(ies)	
Solubility (water)	1.7 g/l at 20 °C
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	2.24 g/cm3 estimated
Explosive properties	Not explosive.
Molecular formula	Ca-H2-O2
Molecular weight	74.1 g/mol
Oxidizing properties	Not oxidizing.

10. Stability and reactivity

Reactivity	Reacts violently with strong acids.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Avoid temperatures exceeding the decomposition temperature. Contact with incompatible materials. Do not mix with other chemicals.
Incompatible materials	Acids, Phosphorus, Maleic anhydride, Nitroethane, Nitromethane, Nitroparaffins, Nitropropane.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Dust may irritate respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes skin irritation.
Eye contact	Causes serious eye damage.
Ingestion	May cause discomfort if swallowed.
Symptoms related to the physical, chemical and toxicological characteristics	Skin irritation. May cause redness and pain. Dermatitis. Rash. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Dusts may irritate the respiratory tract, skin and eyes. Coughing.

Information on toxicological effects

Acute toxicity	Not expected to be acutely toxic.
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Product	Species	Test Results
Calcium hydroxide (Ca(OH)2) (CAS 1305-62-0)		
<u>Acute</u>		
Oral		
LD50	Rat	7340 mg/kg
Skin corrosion/irritation	Causes skin irritation.	
Serious eye damage/eye irritation	Causes serious eye damage.	
Respiratory or skin sensitization		
Respiratory sensitization	Not a respiratory sensitizer.	
Skin sensitization	This product is not expected to cause skin sensitization.	
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
Carcinogenicity	Not classifiable as to carcinogenicity to humans.	

IARC Monographs. Overall Evaluation of Carcinogenicity

Silicon dioxide (CAS 7631-86-9)	3 Not classifiable as to carcinogenicity to humans.
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NTP Report on Carcinogens

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity	Harmful to aquatic life.
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Product	Species	Test Results
Calcium hydroxide (Ca(OH) ₂) (CAS 1305-62-0)		
Aquatic		
Acute		
Fish	LC50	Zambezi barbel (<i>Clarias gariepinus</i>) 33.9 mg/l, 96 hours
Persistence and degradability	The product contains inorganic compounds for which biodegradability is not applicable.	
Bioaccumulative potential	No data available on bioaccumulation.	
Mobility in soil	This product is slightly water soluble and may disperse in soil.	
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**SARA 302 Extremely hazardous substance**

Not listed.

SARA 311/312 Hazardous chemical

Yes

Classified hazard categories

Skin corrosion or irritation
 Serious eye damage or eye irritation
 Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Not regulated.

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

US state regulations**US. Massachusetts RTK - Substance List**

Calcium hydroxide (Ca(OH)₂) (CAS 1305-62-0)
 Magnesium Oxide (CAS 1309-48-4)
 Silicon dioxide (CAS 7631-86-9)

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

Calcium hydroxide (Ca(OH)₂) (CAS 1305-62-0)
 Magnesium Oxide (CAS 1309-48-4)
 Silicon dioxide (CAS 7631-86-9)

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

Calcium hydroxide (Ca(OH)₂) (CAS 1305-62-0)
 Magnesium Oxide (CAS 1309-48-4)
 Silicon dioxide (CAS 7631-86-9)

US. Rhode Island RTK

Calcium hydroxide (Ca(OH)₂) (CAS 1305-62-0)
 Magnesium Oxide (CAS 1309-48-4)

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

Magnesium Oxide (CAS 1309-48-4)

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

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

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

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

Issue date 31-January-2019

Revision date -

Version # 01

HMIS® ratings
Health: 3
Flammability: 0
Physical hazard: 0

Disclaimer Mississippi Lime Company cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.



SAFETY DATA SHEET

Issue Date: 06-Nov-2015

Revision Date: 26-May-2021

Version 1

1. Identification

Product identifier

Product Name: Aluminum Sulfate 50%

Other means of identification

Product Code: 43973

Synonyms: Aluminum sulphate; aluminum trisulfate; dialuminum trisulfate; alum

UN/ID No: UN3264

Recommended use of the chemical and restrictions on use

Recommended Use: Industrial, Manufacturing or Laboratory use.

Restrictions on Use: None known

Details of the supplier of the safety data sheet

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

Emergency telephone number

Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

2. Hazard(s) identification

Classification

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
Corrosive to metals	Category 1

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

Signal word: Danger

Hazard statements:

Causes severe skin burns and eye damage

May be corrosive to metals



Precautionary Statements - Prevention:

Do not breathe dusts or mists

Wash face, hands and any exposed skin thoroughly after handling
Wear protective gloves/protective clothing/eye protection/face protection
Keep only in original container

Precautionary Statements - Response:

Immediately call a POISON CENTER or doctor
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
Immediately call a POISON CENTER or doctor
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower
Wash contaminated clothing before reuse
IF INHALED: Remove person to fresh air and keep comfortable for breathing
Immediately call a POISON CENTER or doctor
IF SWALLOWED: Rinse mouth. DO NOT induce vomiting
Absorb spillage to prevent material damage

Precautionary Statements - Storage:

Store locked up
Store in corrosion resistant container with a resistant inner liner

Precautionary Statements - Disposal:

Dispose of contents/container to an approved waste disposal plant

Unknown Acute toxicity: Not applicable

Other Information

Not applicable

3. Composition/information on ingredients

Chemical name	CAS No.	Weight-%
Aluminum sulfate	10043-01-3	46-49
Water	7732-18-5	Balance

Any concentration shown as a range is due to batch variation or the exact percentage has been withheld as a trade secret.

4. First-aid measures**Description of first aid measures****General advice**

Show this safety data sheet to the doctor in attendance. Immediate medical attention is required.

Inhalation

Remove to fresh air. If breathing has stopped, give artificial respiration. Get medical attention immediately. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, (trained personnel should) give oxygen. Delayed pulmonary edema may occur. Get immediate medical advice/attention.

Eye contact

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Keep eye wide open while rinsing. If possible: use lukewarm water. Do not rub affected area. Get immediate medical advice/attention.

Skin contact

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Get immediate medical advice/attention.

Ingestion

Clean mouth with water and drink afterwards plenty of water. Never give anything by mouth to an unconscious person. Do NOT induce vomiting. Get immediate medical advice/attention. Do not attempt to neutralize with chemical agents.

Self-protection of the first aider

Avoid contact with skin, eyes or clothing. Wear personal protective clothing (see section 8).

Ensure that medical personnel are aware of the material(s) involved, take precautions to protect themselves and prevent spread of contamination. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation.

Most important symptoms and effects, both acute and delayed

Symptoms Redness. Burning. May cause blindness. Coughing and/ or wheezing.

Indication of any immediate medical attention and special treatment needed

Note to physicians Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated. Do not give chemical antidotes. Asphyxia from glottal edema may occur. Marked decrease in blood pressure may occur with moist rales, frothy sputum, and high pulse pressure. Aluminum soluble salts may cause gastroenteritis if ingested. Treatment includes the use of demulcents. Note: Consideration should be given to the possibility that overexposure to materials other than this product may have occurred. May aggravate kidney disease.

5. Fire-fighting measures

Suitable Extinguishing Media Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Large Fire CAUTION: Use of water spray when fighting fire may be inefficient.

Unsuitable extinguishing media Do not scatter spilled material with high pressure water streams. Do not use straight streams.

Specific hazards arising from the chemical The product causes burns of eyes, skin and mucous membranes. Thermal decomposition can lead to release of irritating gases and vapors. Under fire conditions, product may decompose to give off sulfur trioxide, an oxidizing agent which may support combustion. Sulfur trioxide will also react with water to form sulfuric acid. Do not flush into surface water or sanitary sewer system.

Hazardous combustion products Oxides of sulfur. Aluminum oxides.

Explosion Data

Sensitivity to mechanical impact None.

Sensitivity to static discharge None.

Special protective equipment for fire-fighters Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

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

Other information Refer to protective measures listed in Sections 7 and 8.

Methods and material for containment and cleaning up

Methods for containment Prevent further leakage or spillage if safe to do so. Keep out of drains, sewers, ditches and waterways.

Methods for cleaning up Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly. Avoid contaminating surface, waterways or sewers leading to surface water. Do not flush with water. High concentrations may increase lead content of water if lead supply pipes are used.

7. Handling and storage

Precautions for safe handling**Advice on safe handling**

Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. In case of insufficient ventilation, wear suitable respiratory equipment. Handle product only in closed system or provide appropriate exhaust ventilation. Do not eat, drink or smoke when using this product. Take off contaminated clothing and wash before reuse.

Conditions for safe storage, including any incompatibilities**Storage Conditions**

Keep containers tightly closed in a dry, cool and well-ventilated place. Protect from moisture. Store locked up. Keep out of the reach of children. Store away from other materials. Keep from freezing. Store in rubber-lined mild steel or plastic tanks.

Incompatible Materials

Strong acids. Strong bases. Strong oxidizing agents. Reducing agent. Metals.

Packaging materials

Suitable material: plastic (PE, PP, PVC), fiberglass-reinforced polyester, epoxy-coated concrete, titanium, acid proof or rubber-coated steel.

8. Exposure controls/personal protection**Control parameters****Exposure Limits**

The following ingredients are the only ingredients of the product above the cut-off level (or level that contributes to the hazard classification of the mixture) which have an exposure limit applicable in the region for which this safety data sheet is intended or other recommended limit. At this time, the other relevant constituents have no known exposure limits from the sources listed here.

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Aluminum sulfate 10043-01-3	-	(vacated) TWA: 2 mg/m ³ Al Aluminum	TWA: 2 mg/m ³ Al

Appropriate engineering controls**Engineering controls**

Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Face protection shield. Tight sealing safety goggles.

Hand protection

Wear suitable gloves. Impervious gloves.

Skin and body protection

Wear suitable protective clothing. Long sleeved clothing. Chemical resistant apron.

Respiratory protection

No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required.

Environmental exposure controls

Do not allow into any sewer, on the ground or into any body of water. Local authorities should be advised if significant spillages cannot be contained.

General hygiene considerations

Wear suitable gloves and eye/face protection. Do not eat, drink or smoke when using this product. Regular cleaning of equipment, work area and clothing is recommended. Avoid contact with skin, eyes or clothing. Remove and wash contaminated clothing and gloves, including the inside, before re-use. Contaminated work clothing should not be allowed out of the workplace. Wash hands before breaks and immediately after handling the product.

9. Physical and chemical properties**Information on basic physical and chemical properties****Physical State:**

Liquid

Appearance:

Clear

Color:

Colorless to pale green, yellow, or red

Odor:	Odorless
Odor Threshold:	No information available
pH:	
pH Range:	1.4-2.6
Salt Out Point:	No information available
Melting Point/Freezing Point:	-13 °C / 9 °F
Boiling Point/Boiling Range:	No information available
Flash Point:	Not flammable
Evaporation Rate (BuAc=1):	No information available
Flammability (solid, gas):	No information available
Flammability Limits in Air:	No information available
Vapor Pressure (mm Hg):	No information available
Vapor density (Air =1):	No information available
Specific Gravity (H₂O=1):	1.326
Water Solubility:	Soluble in water
Solubility(ies):	No information available
Partition Coefficient (n-octanol/water):	No information available
Autoignition Temperature:	No information available
Decomposition Temperature:	No information available
Kinematic Viscosity:	No information available
Dynamic Viscosity:	No information available
Other information	
Explosive properties	No information available
Oxidizing properties	No information available
Molecular Weight:	N/A

10. Stability and reactivity

Reactivity	Contact with metals may evolve flammable hydrogen gas. Oxidizing agents may cause exothermic reactions. Reacts with strong alkali by releasing heat and forming aluminum hydroxide.
Chemical stability	Decomposes on heating. Hygroscopic. High humidity will cause a decrease in pH of aqueous solutions.
Possibility of hazardous reactions	High temperatures (>650°C) may decompose material to form aluminum oxides and sulfur trioxide (an oxidizer that supports combustion). Hydrolysis of aluminum sulfate to sulfuric acid will occur under high humidity.
Conditions to avoid	Exposure to air or moisture over prolonged periods. Extremes of temperature and direct sunlight.
Incompatible Materials	Strong acids. Strong bases. Strong oxidizing agents. Reducing agent. Metals.
Hazardous decomposition products	Sulfur oxides. Oxides of aluminum.

11. Toxicological information

Information on likely routes of exposure

Product Information

Inhalation

Specific test data for the substance or mixture is not available. Corrosive by inhalation. (based on components). Inhalation of corrosive fumes/gases may cause coughing, choking, headache, dizziness, and weakness for several hours. Pulmonary edema may occur with tightness in the chest, shortness of breath, bluish skin, decreased blood pressure, and increased heart rate. Inhaled corrosive substances can lead to a toxic edema of the lungs. Pulmonary edema can be fatal.

Eye contact

Specific test data for the substance or mixture is not available. Causes burns. (based on

components). Corrosive to the eyes and may cause severe damage including blindness. Causes serious eye damage. May cause irreversible damage to eyes.

Skin contact

Specific test data for the substance or mixture is not available. Causes severe burns.

Ingestion

Specific test data for the substance or mixture is not available. Causes burns. (based on components). Ingestion causes burns of the upper digestive and respiratory tracts. May cause severe burning pain in the mouth and stomach with vomiting and diarrhea of dark blood. Blood pressure may decrease. Brownish or yellowish stains may be seen around the mouth. Swelling of the throat may cause shortness of breath and choking. May cause lung damage if swallowed. May be fatal if swallowed and enters airways.

Symptoms related to the physical, chemical and toxicological characteristics**Symptoms**

Redness. Burning. May cause blindness. Coughing and/ or wheezing.

Numerical measures of toxicity**Acute Toxicity:**

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral) 3,938.80 mg/kg
ATEmix (dermal) 10,214.30 mg/kg

Component Information

Chemical name	Oral LD ₅₀ :	Dermal LD ₅₀ :	LC ₅₀ (Lethal Concentration) :
Aluminum sulfate 10043-01-3	= 1930 mg/kg (Rat)	> 5000 mg/kg (Rabbit)	-
Water 7732-18-5	> 90 mL/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure**Skin corrosion/irritation**

Causes severe burns.

Serious eye damage/eye irritation

Classification based on data available for ingredients. Causes burns. Risk of serious damage to eyes.

Respiratory or skin sensitization

No information available.

Germ cell mutagenicity

No information available.

Carcinogenicity

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

Reproductive toxicity

No information available.

STOT - single exposure

No information available.

STOT - repeated exposure

No information available.

Aspiration hazard

No information available.

Other Adverse Effects:

No information available.

12. Ecological information**Ecotoxicity**

The environmental impact of this product has not been fully investigated.

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
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Aluminum sulfate 10043-01-3	-	27.9 mg/L (LC50 96 h static - Pimephales promelas)	-	-
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Persistence and Degradability: No information available.

Bioaccumulation: There is no data for this product.

Mobility: No information available.

Other Adverse Effects: No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.

Contaminated packaging Do not reuse empty containers.

US EPA Waste Number (product as supplied) D002.

14. Transport information

DOT

UN/ID No	UN3264
Proper shipping name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (ALUMINUM SULFATE)
Hazard Class	8
Packing Group	III
Description	UN3264, CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (ALUMINUM SULFATE), 8, PG III



15. Regulatory information

International Inventories

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Aluminum sulfate 10043-01-3	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Water 7732-18-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

AICS - Australian Inventory of Chemical Substances

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

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302).

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	SARA Extremely Hazardous Substances TPQ
Aluminum sulfate 10043-01-3	5000 lb	-	

Clean Water Act (CWA)

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Aluminum sulfate 10043-01-3	5000 lb	-	-	X

OSHA - Process Safety Management - Highly Hazardous Chemicals

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information

NSF/ANSI 60 Certification



Certified to
NSF/ANSI 60

Maximum Use (mg/L unless
otherwise indicated): 150

Prepared By: HSE Department
 Issue Date: 06-Nov-2015
 Revision Date: 26-May-2021
 Revision Note: Format change. Reviewed and Re-issued.

Disclaimer:

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 given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



SAFETY DATA SHEET

Issue Date: 11-May-2015

Revision Date: 02-Dec-2021

Version 1

1. Identification

Product identifier

Product Name: ClearFlow PT 6036

Other means of identification

Product Code: 42816

Synonyms: Condensed Inorganic Phosphate Blend

Recommended use of the chemical and restrictions on use

Recommended Use: Industrial, Manufacturing or Laboratory use.

Restrictions on Use: None known

Details of the supplier of the safety data sheet

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

Emergency telephone number

Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

Other Information

Corrosion Inhibitor

2. Hazard(s) identification

Classification

This chemical is not considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

Signal word: None

Hazard statements:

Not a hazardous substance or mixture according to the Globally Harmonized System (GHS)

As part of good industrial and personal hygiene and safety procedure, avoid all unnecessary exposure to the chemical substance and ensure prompt removal from skin, eyes and clothing.

Unknown Acute toxicity: Not applicable

Other Information

Not applicable

3. Composition/information on ingredients

Chemical name	CAS No	Weight-%
Trade Secret 1	Trade secret	15-20
Trade Secret 2	Trade secret	20-25
Trade Secret 3	Trade secret	Proprietary
Water	7732-18-5	Balance

Any concentration shown as a range is due to batch variation or the exact percentage has been withheld as a trade secret.

4. First-aid measures

Description of first aid measures

Inhalation	Remove to fresh air. If symptoms persist, call a physician.
Eye contact	Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.
Skin contact	Immediately flush eyes or skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. If skin irritation persists, call a physician.
Ingestion	Clean mouth with water and drink afterwards plenty of water. If symptoms persist, call a physician.

Most important symptoms and effects, both acute and delayed

Symptoms No information available.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treat symptomatically.

5. Fire-fighting measures

Suitable Extinguishing Media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Large Fire	CAUTION: Use of water spray when fighting fire may be inefficient.
Unsuitable extinguishing media	Do not scatter spilled material with high pressure water streams.
Specific hazards arising from the chemical	Thermal decomposition can lead to release of irritating and toxic gases and vapors. Do not allow run-off from fire-fighting to enter drains or water courses.
Hazardous combustion products	Phosphorus oxides. Sodium oxides. Carbon oxides.
Explosion Data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions Ensure adequate ventilation.

Methods and material for containment and cleaning up

Methods for containment Prevent further leakage or spillage if safe to do so. Keep out of drains, sewers, ditches and waterways.

Methods for cleaning up Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Pick up and transfer to properly

labeled containers. Clean contaminated surface thoroughly. After cleaning, flush away traces with water.

7. Handling and storage

Precautions for safe handling

Advice on safe handling

Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions

Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible Materials

Strong reducing agents. Strong oxidizing agents, strong acids, and strong bases.

8. Exposure controls/personal protection

Control parameters

Exposure Limits

This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Appropriate engineering controls

Engineering controls

Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection

Tight sealing safety goggles.

Skin and body protection

Wear suitable protective clothing.

Respiratory protection

No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required.

Environmental exposure controls

Do not allow into any sewer, on the ground or into any body of water.

General hygiene considerations

Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical State:

Liquid

Appearance:

Aqueous solution

Color:

Clear

Odor:

Odorless

Odor Threshold:

No information available

pH:

No information available

Salt Out Point:

No information available

Melting Point/Freezing Point:

-12 °C / 10 °F

Boiling Point/Boiling Range:

No information available

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

Vapor Pressure (mm Hg):

No information available

Vapor density (Air =1):

No information available

Specific Gravity (H₂O=1):

No information available

Water Solubility:

No information available

Solubility(ies):

No information available

Partition Coefficient

No information available

(n-octanol/water):

Autoignition Temperature: No information available
Decomposition Temperature: No information available
Kinematic Viscosity: No information available
Dynamic Viscosity: No information available

Other information

Explosive properties No information available
Oxidizing properties No information available
Molecular Weight: N/A

10. Stability and reactivity

Reactivity No information available.
Chemical stability Hygroscopic.
Possibility of hazardous reactions None under normal processing.
Conditions to avoid Exposure to air or moisture over prolonged periods.
Incompatible Materials Strong reducing agents. Strong oxidizing agents, strong acids, and strong bases.
Hazardous decomposition products Phosphorus oxides. Sodium oxides. Carbon oxides.

11. Toxicological information**Information on likely routes of exposure****Product Information**

Inhalation Specific test data for the substance or mixture is not available.
Eye contact Specific test data for the substance or mixture is not available.
Skin contact Specific test data for the substance or mixture is not available.
Ingestion Specific test data for the substance or mixture is not available.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms No information available.

Numerical measures of toxicity**Acute Toxicity:**

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral) 9,471.80 mg/kg
ATEmix (dermal) 31,052.90 mg/kg

Component Information

Chemical name	Oral LD ₅₀ :	Dermal LD ₅₀ :	LC ₅₀ (Lethal Concentration) :
Trade Secret 1	= 8290 mg/kg (Rat)	> 7940 mg/kg (Rabbit)	> 0.83 mg/L (Rat) 4 h
Trade Secret 2	= 3053 mg/kg (Rat)	-	-
Trade Secret 3	= 5,000 mg/kg (Rat)	-	-
Water 7732-18-5	> 90 mL/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation No information available.

Serious eye damage/eye irritation	No information available.
Respiratory or skin sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.
Reproductive toxicity	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Aspiration hazard	No information available.
Other Adverse Effects:	No information available.

12. Ecological information

Ecotoxicity The environmental impact of this product has not been fully investigated.

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
Trade Secret 3	>100 mg/L (EC50 72h Algae)	>1,000 mg/L (LC50 96h Sheepshead minnow) >1,000 mg/L (LC50 96h Fish)	-	320 mg/L (EC50 48h Water Flea) 186 mg/L (EC50 48h Acartia tonsa) >1,000 mg/L (EC50 72h Skeletonema sp.)

Persistence and Degradability: No information available.

Bioaccumulation: There is no data for this product.

Component Information

Chemical name	Partition Coefficient:
Trade Secret 3	<0

Mobility: No information available.

Other Adverse Effects: No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products

Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.

Contaminated packaging

Do not reuse empty containers.

14. Transport information

DOT

Description

Not DOT Regulated

15. Regulatory information**International Inventories**

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Trade Secret 1	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Trade Secret 2	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Water 7732-18-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory**AICS** - Australian Inventory of Chemical Substances**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**US Federal Regulations****SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

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.

Clean Water Act (CWA)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

OSHA - Process Safety Management - Highly Hazardous Chemicals

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information**NSF/ANSI 60 Certification**



Certified to
NSF/ANSI 60

**Maximum Use (mg/L unless
otherwise indicated):** 24

Prepared By: HSE Department
Issue Date: 11-May-2015
Revision Date: 02-Dec-2021
Revision Note: Format change. Reviewed and Re-issued.

Disclaimer:

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 given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 4/06/13

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier

Product name: Ultra-CHLOR

Product code(s):

Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach

REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

1.2 Relevant identified uses of the substance or mixture and uses advised against

Uses: Cleaner, Disinfectant, Biocide and Sanitizer

Uses Advised Against: None

1.3 Details of the Supplier and of the Safety Data Sheet (SDS)

Odyssey Manufacturing Co.

1484 Massaro Boulevard

Tampa, Florida 33619

+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:

1-800-ODYSSEY (Florida)

1-813-635-0339 (Outside Florida)

1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture

Classification REGULATION (EC) No 1272/2008

Skin Corrosiveness: 1B; **Skin Irritant:** 2

Eye Irritant: 2

Aquatic Acute: 1

Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements

Labeling Regulation (EC) No 1272/2008

Hazard pictograms



Signal word:

DANGER

Hazard statements:

H314 – Causes severe skin burns and eye damage

H319 – Causes serious eye irritation

H400 – Very toxic to aquatic life

[Prevention]

P260 – Do not breathe dusts or mists.

P264 – Wash hands or any exposed skin areas thoroughly after handling.

P273 – Avoid release to the environment.

P280 – Wear protective gloves/protective clothing/eye protection/face protection.

[Response]

P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303 + P361 + P353 – IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing.
Rinse skin with water/shower.

P363 – Wash contaminated clothing before reuse.

P304 + 340 – IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.

P310 – Immediately call a POISON CENTER or doctor/physician.

P305 + P351 + P338 – IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P337 – If eye irritation persists: Get medical advice/attention.

P391 – Collect spillage.

[Storage]

P405 – Store locked up.

[Disposal]

P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC



C - Corrosive



N- Dangerous for the environment

Risk phrases:

R31 – Contact with acids liberates toxic gas.

R34 – Causes burns.

R36/38 – Irritating to eyes and skin.

R50 – Very toxic to aquatic organisms.

Safety phrases:

S1/2 – Keep locked up and out of the reach of children.

S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.

S28 – After contact with skin, wash immediately with plenty of soap-suds.

S37/39 – Wear suitable gloves and eye/face protection.

S45 – In case of accident or if you feel unwell, seek medical advice immediately
(Show the label whenever possible).

S50 – Do not mix with acids or other incompatible materials (refer to section 10).

S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances

Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 20.0	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31: N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
79.7 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation: If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.

Eyes: Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.

Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

Potential health symptoms and effects

Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.

Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.

Inhalation: Vapors and mists may be harmful if inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.

Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.

Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media

Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.

Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters

Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions

Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up

Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excess of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

*****For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at (800) 320-0519 AND the National Response Center at (800) 424-8802 or (202) 267-2675 within 15 minutes!!!*****

Plan in advance for an occupational release and have necessary equipment and neutralization agents on-site. Contact Odyssey Manufacturing for assistance.

6.4 Reference to other sections

For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling

Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for lifting and transporting all containers.

Advice on protection against fire and explosion

Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities

Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses

Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS Number	OSHA	ACGIH	AIHA (WEEL)
Sodium Hypochlorite	7681-52-9	2 mg/m ³ TWA; skin	0.5 ppm as CL ₂ TWA; 1 ppm as CL ₂ STEL, A4	2 mg/m ³ STEL
Sodium Hydroxide	1310-73-2	2 mg/m ³ TWA	2 mg/m ³ Ceiling	

8.2 Exposure controls

Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient: n-octanol/water	No data available
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia) or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide.

Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Oral Toxicity (Sodium Hypochlorite)

TDLo - 1gm/ kg oral (woman)

TDLo - 45mg/kg intravenous (man)

LD₅₀ - 5,800 mg/kg (mouse)

LD₅₀ - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m³ causes burning of the nose and throat; 40-60 mg/m³ may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult - 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms - Salmonella typhimurium 1mg / plate (-S9)

DNA repair - Escherichiacoli 20 µg/ disc;

DNA damage - Escherichiacoli 420 µmol/L;

Phage inhibition capacity - Escherichiacoli 103 µg/ well

Micronucleus test - non-mammalian species multiple 200 ppb

Cytogenetic analysis - non-mammalian species multiple 120 µg/ L

Cytogenetic analysis – human lymphocyte 100 ppm 24hour(s)

Sister chromatid exchange – human embryo 149 mg/ L

Cytogenetic analysis – hamster lung 100 mg/ L

Aspiration hazard

No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure

No data available

Specific organ toxicity - repeated exposure

May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information

RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects

Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION

12.1 Toxicity Aquatic Ecotoxicity:

This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish:	LC ₅₀ – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L
	LC ₅₀ – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)
Acute toxicity to aquatic invertebrates:	EC ₅₀ – Daphnia magna (Water flea), 96 h: 2.1 mg/L
	LC ₅₀ – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L
Acute toxicity to aquatic plants:	LC ₅₀ – Algae, phytoplankton, algal mat (Algae), 96 h: 90 µg/L (mortality)
	EC ₅₀ – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L
Acute phytotoxicity, aquatic plants:	Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L
Acute toxicity, miscellaneous aquatic:	Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability

Biodegradability

The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available

Bioaccumulation is not expected

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII - DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV - TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
Packing Group:	III
NAERG:	Guide #157
Packaging Authorizations:	Non-Bulk: 49 CFR 172.203; Bulk: 49 CFR 172.241
Packaging Exceptions:	49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III
Marine Pollutant:	NO
EMS Number:	F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III
Quantity Limitations:	49 CFR 175.75 - Cargo Aircraft Only: 60L Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III

Marine Pollutant: No

Signal Word: DANGER

Hazard Symbols: GHS05, GHS09 (GHS); C, N (EEC)



SECTION XV - REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for substance or mixture

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200). **CORROSIVE**

OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119

EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68

EPA FIFRA: This product is a registered Pesticide under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150

TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory.

This product not subject to TSCA 12(b) Export Notification.

Superfund Amendments and Reauthorization Act (SARA)

SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.

Acute: Yes **Chronic:** No **Fire:** No **Reactive:** No

SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.

SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:

Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)

Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)

**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*

Clean Air Act (CAA)

This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).

This product does not contain any Class 1 Ozone depleters.

This product does not contain any Class 2 Ozone depleters.

Clean Water Act (CWA)

Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.

Other U.S. State Inventories:

Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.

Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI.

Canada

WHMIS Hazard Symbol and Classification:



Class E – Corrosive material – Corrosive to skin

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the MSDS contains all the information required by the Controlled Products Regulations.

Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.

Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*
United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL)	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

*"Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.

*"No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

SECTION XVI - OTHER INFORMATION

Hazardous Material Information System (HMIS)

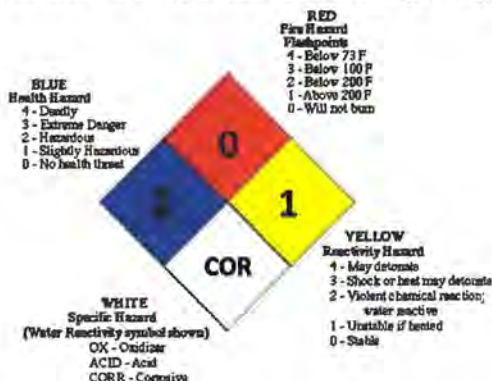
HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard 2 = MODERATE
 0 = INSIGNIFICANT 3 = HIGH
 1 = SLIGHT 4 = EXTREME



National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this MSDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.

NSF International

RECOGNIZES

ODYSSEY MANUFACTURING COMPANY
TAMPA, FL

AS COMPLYING WITH ANSI/NSF 60.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



Certification Program
Accredited by the
American National
Standards Institute




Certification Program
Accredited by RvA,
the Dutch Council
for Accreditation



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. To verify certification, call 800 NSF-MARK or (1) 734 769-8010.

May 4, 2000
Certificate #25070/25070B


Stan S. Hazan, General Manager
Drinking Water Additives



Ultrachlor® Sodium Hypochlorite Specifications 12.5% Trade Percent Available Chlorine

As of 08/01/2017

Item	Guarantees	Typical Values
Chemical Formula:	NaOCl in Water	NaOCl in Water
Delivered Grams per Liter:	> 120 GPL	122 - 125 GPL
Delivered Trade Percent/Percent by Volume:	12.0	12.2 - 12.5
Specific Gravity Range:	1.159 - 1.169	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.2 - 0.4	0.25 - 0.35
pH:	12.5 - 13.0	12.6 - 12.9
Weight % Available Chlorine:	> 10.4	10.55 - 10.8
Weight % Sodium Hypochlorite:	> 10.8	11.0 - 11.3
lb/gallon Available Chlorine:	> 1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 1lb of Chlorine:	0.96 - 1 gallon	0.96 - 0.97 gallon
Iron (Fe):	< 0.30 mg/L	0.1 - 0.2 mg/L
Copper (Cu):	< 0.03 mg/L	Not detectable
Nickel (Ni):	< 0.03 mg/L	Not detectable
Manganese (Mn):	< 0.03 mg/L	Not detectable
Selenium (Se):	< 0.02 mg/L	Not detectable
Bromate:	< 20 mg/L	0 - 5 mg/L
Perchlorate (At time of manufacture):	< 10 mg/L	Not detectable
Chlorate (At time of manufacture):	< 2,000 mg/L	500 - 1,000 mg/L
Viscosity (Varies with temperature):	1.75 – 2.50 centipois	1.75 – 2.50 centipois
Specific Heat:	0.90 - 0.94 Cal./gm/deg C	0.91 - 0.93 Cal./gm/deg C
Thermal Conductivity:	0.2 - 0.4 W/m/deg C	0.3 - 0.35 W/m/deg C
Suspended Solids Test (e.g. Filter Test)	< 3 minutes	0.9 - 1.25 minutes
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid
Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-10.		



**Arch
Chemicals,
Inc.**

SAFETY DATA SHEET

FOR ANY EMERGENCY, 24 HOURS / 7 DAYS, CALL:

1-800-654-6911 (OUTSIDE
USA: 1-423-780-2970)

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC®:

1-800-424-9300 (OUTSIDE
USA: 1-703-527-3887)

FOR ALL SDS QUESTIONS & REQUESTS, CALL:

1-800-511-MSDS (OUTSIDE
USA: 1-423-780-2347)

PRODUCT NAME: Granular for Industrial Applications and Swimming Pools CCH

EPA Registration Number: 1258-427

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Arch Chemicals, Inc.
1200 Bluegrass Lakes Parkway
Alpharetta, GA 30004

REVISION DATE: 06/02/2015

SUPERCEDES: 05/27/2015

MSDS Number: 000000023097

SYNONYMS: None

CHEMICAL FAMILY: Hypochlorite

DESCRIPTION / USE: Sanitizer and Oxidizer Water treatment
chemical

FORMULA: Not Applicable/Mixture




SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Oxidizing solids	:	Category 2
Acute toxicity (Oral)	:	Category 4
Skin corrosion	:	Category 1B
Serious eye damage	:	Category 1
Acute toxicity (Inhalation)	:	Category 3
Specific target organ toxicity - single exposure	:	Category 3

GHS Label element



Hazard pictograms	:	  
Signal word	:	Danger
Hazard statements	:	H272 May intensify fire; oxidiser. H302 Harmful if swallowed. H314 Causes severe skin burns and eye damage. H331 Toxic if inhaled. H335 May cause respiratory irritation.
Precautionary statements	:	Prevention: P210 Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. P220 Keep/Store away from clothing/ combustible materials. P221 Take any precaution to avoid mixing with combustibles. P260 Do not breathe vapours. P264 Wash hands thoroughly after handling. P270 Do not eat, drink or smoke when using this product. P271 Use only outdoors or in a well-ventilated area. P280 Wear protective gloves/ protective clothing/ eye protection/ face protection. Response: P301 + P312 IF SWALLOWED: Call a POISON CENTER or doctor/ physician if you feel unwell. P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. P303 + P361 + P353 IF ON SKIN (or hair): Remove/ Take off immediately all contaminated clothing. Rinse skin with water/ shower. P304 + P340 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. P310 Immediately call a POISON CENTER or doctor/ physician. P363 Wash contaminated clothing before reuse. P370 + P378 In case of fire: Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide to extinguish. Storage: P403 + P233 Store in a well-ventilated place. Keep container tightly closed. P405 Store locked up. Disposal: P501 Dispose of contents/container in accordance with local regulation.

Other hazards

None known.



SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

<u>CAS OR CHEMICAL NAME</u>	<u>CAS #</u>	<u>% RANGE</u>
CALCIUM HYPOCHLORITE	7778-54-3	60 - 80
SODIUM CHLORIDE	7647-14-5	10 - 20
CALCIUM CHLORATE	10137-74-3	0 - 5
CALCIUM CHLORIDE	10043-52-4	0 - 5
CALCIUM HYDROXIDE	1305-62-0	0 - 4
CALCIUM CARBONATE	471-34-1	0 - 5
Water	7732-18-5	5.5 - 10

SECTION 4. FIRST AID MEASURES

General Advice:	Call a poison control center or doctor for treatment advice. For 24-hour emergency medical assistance, call Arch Chemical Emergency Action Network at 1-800-654-6911. Have the product container or label with you when calling a poison control center or doctor, or going for treatment.
Inhalation:	IF INHALED: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.
Skin Contact:	IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
Eye Contact:	IF IN EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
Ingestion:	IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
Notes to Physician:	Probable mucosal damage may contraindicate the use of gastric lavage.



SECTION 5. FIREFIGHTING MEASURES

Flammability Summary (OSHA):

This product is chemically reactive with many substances. Any contamination of the product with other substances by spill or otherwise may result in a chemical reaction and fire., This product is a strong oxidizer which is capable of intensifying a fire once started., Product is not known to be flammable, combustible or pyrophoric.

Flammable Properties

Flash Point:

Not applicable

Autoignition Temperature:

Not applicable

Extinguishing Media:

Water only. Do not use dry extinguishers containing ammonium compounds.

Fire Fighting Instructions:

Use water to cool containers exposed to fire. See Section 6 for protective equipment for fire fighting.

Upper Flammable / Explosive Limit,
% in air:

Not applicable

Lower Flammable / Explosive Limit,
% in air:

Not applicable

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal Protection for Emergency Situations:

Response to a large quantity spill (100 pounds or greater) or when dusting or decomposition gas exposure could occur requires the use of a positive pressure full face supplied air respirator or self contained breathing apparatus (SCBA), chemical resistant gloves, coveralls and boots. In case of fire, this personal protective equipment should be used in addition to normal fire fighter equipment.

Spill Mitigation Procedures

Air Release:

Vapors may be suppressed by the use of water fog. All water utilized to assist in fume suppression, decontamination or fire suppression may be contaminated and must be contained before disposal and/or treatment.

Water Release:

This product is heavier than water. This material is soluble in water. Monitor all exit water for available chlorine and pH. Advise local authorities of any contaminated water release.



Land Release:

Contact 1-800-654-6911 immediately. **DANGER:** All spills of this product should be treated as contaminated. Contaminated product may initiate a chemical reaction that may spontaneously ignite any combustible material present, resulting in a fire of great intensity. In case of a spill, separate all spilled product from packaging, debris and other material. Using a clean broom or shovel, place all spilled product into plastic bags, and place those bags into a clean, dry disposal container, properly marked and labeled. Disposal containers made of plastic or metal are recommended. Do not seal disposal containers tightly. Immediately remove all product in disposal containers to an isolated area outdoors. Place all damaged packaging material in a disposal container of water to assure decontamination (i.e. removal of all product) before disposal. Place all undamaged packaging in a clean, dry container properly marked and labeled. Call for disposal procedures.

Additional Spill Information :

Hazardous concentrations in air may be found in local spill area and immediately downwind. Remove all sources of ignition. Stop source of spill as soon as possible and notify appropriate personnel. Dispose of spill residues per guidelines under Section 13, Disposal Consideration. This material may be neutralized for disposal; you are requested to contact Arch Chemicals at 1-800-654-6911 before beginning any such procedure. **FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC: 1-800-424-9300** **REPORTABLE QUANTITY: 10 lbs. (as calcium hypochlorite) per 40 CFR 302.4.**

SECTION 7. HANDLING AND STORAGE

Handling:

Avoid inhalation of dust and fumes. Do not take internally. Avoid contact with skin, eyes and clothing. Upon contact with skin or eyes, wash off with water. Remove contaminated clothing and wash before reuse.

Storage:

Keep product tightly sealed in original containers. Store product in a cool, dry, well-ventilated area. Store away from combustible or flammable products. Keep product packaging clean and free of all contamination, including, e.g. other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc.

Shelf Life Limitations:

Do not store product where the average daily temperature exceeds 95° F. Storage above this temperature may result in rapid decomposition, evolution of chlorine gas and heat sufficient to ignite combustible products. Shelf life (that is, the period of time before the product goes below stated label strength) is determined by storage time and temperatures. Store in a cool, dry and well ventilated area. Prolonged storage at elevated temperatures will significantly shorten the shelf life. Storage in a climate controlled storage area or building is recommended in those areas where extremes of high temperature occur.



Incompatible Materials for Storage: Do not allow product to come in contact with other materials, including e.g. other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc. A chemical reaction with such substances can cause a fire of great intensity.

Do Not Store At temperatures Above: Average daily temperature of 35° C / 95° F. Storage above this temperature may result in rapid decomposition, evolution of chlorine gas and heat sufficient to ignite combustible products.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Ventilation: Local exhaust ventilation or other engineering controls are normally required when handling or using this product to keep airborne exposures below the TLV, PEL or other recommended exposure limit.

Protective Equipment for Routine Use of Product

Respiratory Protection : Wear a NIOSH approved respirator if levels above the exposure limits are possible.

Respirator Type : A NIOSH approved full-face air purifying respirator equipped with combination chlorine/P100 cartridges. Air purifying respirators should not be used in oxygen deficient or IDLH atmospheres or if exposure concentrations exceed ten (10) times the published limit.

Skin Protection : Wear impervious gloves to avoid skin contact. A full impervious suit is recommended if exposure is possible to a large portion of the body. A safety shower should be provided in the immediate work area.

Eye Protection: Use chemical goggles. Emergency eyewash should be provided in the immediate work area.

Protective Clothing Type: Neoprene, Nitrile, Natural rubber (This includes: gloves, boots, apron, protective suit)

Components with workplace control parameters

Components (CAS-No.)	Value	Control parameters	Basis (Update)
CALCIUM HYPOCHLORITE (7778-54-3)	TWA	1 mg/m3	ARCH OEL*
CALCIUM HYPOCHLORITE (7778-54-3)	Conc	37 - 48 mg/m3	NIOSH/GUIDE IDLH
CALCIUM HYDROXIDE (1305-62-0)	TWA	5 mg/m3	ACGIH (02 2014)

ARCH OEL: Arch Recommended Occupational Exposure Guideline.



SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	solid
Form	Free flowing, granular
Color:	white
Odor:	Chlorine-like
Molecular Weight:	(Active ingredient)143.00 g/mol
pH :	10.4 - 10.8 (1% solution in neutral, distilled water) (@ 25 Deg. C)
Boiling Point:	Not applicable
Melting point/freezing point	Not applicable
Density:	0.8g/cc
Vapor Pressure:	(@ 25 Deg. C) Not applicable
Vapor Density:	Not applicable
Viscosity:	Not applicable
Fat Solubility:	No data
Solubility in Water:	18 % (@ 25 Deg. C) Product also contains calcium hydroxide and calcium carbonate which will leave a residue.
Partition coefficient n-octanol/water:	No data
Evaporation Rate:	Not applicable
Oxidizing:	Oxidizer
Volatiles, % by vol.:	Not applicable
VOC Content	This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM Intermediate or Final VOC's (40 CFR 60.489). This product does not contain any VOC exemptions listed under the U.S. Clean Air Act Section 450.
HAP Content	Not applicable

SECTION 10. STABILITY AND REACTIVITY

Stability and Reactivity Summary:	Product is not sensitive to mechanical shock or impact. Product is not sensitive to electrical static discharge. Product will not undergo hazardous polymerization. Product is an NFPA Class 3 oxidizer which can cause a severe increase in fire intensity. Not pyrophoric. Not an organic peroxide. If subjected to excessive temperatures, the product may undergo rapid decomposition, evolution of chlorine gas, and heat sufficient to ignite combustible substances. If product is exposed to small amounts of water, it can react violently to produce heat and toxic gases and spatter. Use copious amounts of water for fires involving this product.
Conditions to Avoid:	Do not store next to heat source, in direct sunlight, or elevated storage temperature. Do not store where the daily average temperature exceeds 95 °F. Prevent ingress of humidity and moisture into container or package. Always close the lid.
Chemical Incompatibility:	This product is chemically reactive with many substances, including, e.g., other pool treatment products, acids, organics, nitrogen-containing compounds, dry powder fire extinguishers



(containing mono-ammonium phosphate), oxidizers, corrosive, flammable or combustible materials. Do not allow product to contact any foreign matter, including other water treatment products. Contamination or improper use may cause a fire of great intensity, explosion or the release of toxic gases. If product is exposed to small amounts of water, it can react violently to produce heat and toxic gases and spatter.

Hazardous Decomposition Products:

Chlorine

Decomposition Temperature:

170 - 180 °C - , 338 - 356 °F-

SECTION 11. TOXICOLOGICAL INFORMATION

Component Animal Toxicology

Oral LD50 value:

CALCIUM HYPOCHLORITE	LD50 (65% calcium hypochlorite)	850 mg/kg	Rat
SODIUM CHLORIDE	LD50	= 3,000 mg/kg	Rat
CALCIUM CHLORIDE	LD50	= 1,000 mg/kg	Rat
CALCIUM HYDROXIDE	LD50	= 7,340 mg/kg	Rat

Component Animal Toxicology

Dermal LD50 value:

CALCIUM HYPOCHLORITE	LD50 (65% calcium hypochlorite)	> 2,000 mg/kg	Rabbit
SODIUM CHLORIDE	LD50	> 10,000 mg/kg	Rabbit
CALCIUM CHLORIDE	LD50	= 2,630 mg/kg	Rat
CALCIUM HYDROXIDE		No data	

Component Animal Toxicology

Inhalation LC50 value:

CALCIUM HYPOCHLORITE	Inhalation LC50 1 h (65% calcium hypochlorite), (Nose Only)	=	2.04 mg/l	Rat
	Inhalation LC50 4 h (65% calcium hypochlorite), (Nose Only)	=	0.51 mg/l	Rat
SODIUM CHLORIDE	Inhalation LC50 1 h	>	42 mg/l	Rat
CALCIUM CHLORIDE		No data		
CALCIUM HYDROXIDE		No data		

Product Animal Toxicity

Oral LD50 value: LD50 Approximately 800 mg/kg Rat

Dermal LD50 value: LD50 > 2,000 mg/kg Rabbit

Granular for Industrial Applications and Swimming Pools CCH

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<u>Inhalation LC50 value:</u>	Inhalation LC50 1.00 h (Nose Only) > 2.04 mg/l Rat Inhalation LC50 4 h (Nose Only) > 0.51 mg/l Rat Inhalation LC50 1 h (Nose Only) > 2.04 mg/l Rat Inhalation LC50 4 h (Nose Only) > 0.51 mg/l Rat
Skin Irritation:	DRY MATERIAL CAUSES MODERATE SKIN IRRITATION., WET MATERIAL CAUSES SKIN BURNS.
Eye Irritation:	Corrosive to eyes.
Skin Sensitization:	This material is not known or reported to be a skin or respiratory sensitizer.
Acute Toxicity:	This product is corrosive to all tissues contacted and upon inhalation, may cause irritation to mucous membranes and respiratory tract. The dry material is irritating to the skin. However when wet, it will produce burns to the skin.
Subchronic / Chronic Toxicity:	There are no known or reported effects from repeated exposure except those secondary to burns.
Reproductive and Developmental Toxicity:	Calcium hypochlorite has been tested for teratogenicity in laboratory animals. Results of this study have shown that calcium hypochlorite is not a teratogen.

CALCIUM CHLORIDE

Not known or reported to cause reproductive or developmental toxicity.

Mutagenicity:	Calcium hypochlorite has been tested in the Dominant lethal assay in male mice, and it did not induce a dominant lethal response. Calcium hypochlorite has been reported to produce mutagenic activity in two in vitro assays. It has, however, been shown to lack the capability to produce mutations in animals based on results from the micronucleus assay. In vitro assays frequently are inappropriate to judge the mutagenic potential of bactericidal chemicals due to a high degree of cellular toxicity. The concentration which produces mutations in these in vitro assays is significantly greater than the concentrations used for disinfection. Based on high cellular toxicity in in vitro assays and the lack of mutagenicity in animals, the risk of genetic damage to humans is judged not significant.
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CALCIUM CHLORIDE

This product was determined to be non-mutagenic in the Ames assay. It was also shown to be non-clastogenic in the chromosomal aberration test.

Carcinogenicity:	This product is not known or reported to be carcinogenic by any reference source including IARC, OSHA, NTP or EPA. One hundred mice were exposed dermally 3 times a week for 18 months to a solution of calcium hypochlorite. Histopathological examination failed to show an increased incidence of tumors. IARC (International Agency for Research on Cancer) reviewed studies conducted with several hypochlorite salts. IARC has classified hypochlorite salts as having inadequate evidence for carcinogenicity to humans and animals. IARC therefore considers hypochlorite salts to be not classifiable as to their carcinogenicity to humans (Group 3 Substance).
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CALCIUM CHLORIDE

This chemical is not known or reported to be carcinogenic by any reference source including IARC, OSHA, NTP, or EPA.



SECTION 12. ECOLOGICAL INFORMATION

Overview: Highly toxic to fish and other aquatic organisms.

Ecological Toxicity Values for: CALCIUM HYPOCHLORITE

	Bluegill	- (nominal, static). 96 h LC50 0.088 mg/l
Rainbow trout (<i>Salmo gairdneri</i>),		- (nominal, static). 96 h LC50 0.16 mg/l
	Daphnia magna,	- (nominal, static). 48 h LC50 0.11 mg/l
	Bobwhite quail	- Dietary LC50 > 5,000 ppm
Mallard ducklings		- Dietary LC50 > 5,000 ppm
Bobwhite quail		- Oral LD50 3,474 mg/kg

Ecological Toxicity Values for: CALCIUM CHLORIDE

	Bluegill	- (nominal, static). 96 h LC50 = 10,650 mg/l
Mosquito fish		- (nominal, static). 96 h LC50 = 13,400 mg/l
Pimephales promelas (fathead minnow)		- (nominal, static). 96 h LC50 = 4,630 mg/l
	Daphnia magna,	- (nominal, static). 48 h LC50= 2,770 mg/l
Ceriodaphnia dubia		- (nominal, static). 48 h LC50= 1,830 mg/l
Nitzschia linearis (diatom)		- (nominal, static). 5 day LC50 = 3,130 mg/l

SECTION 13. DISPOSAL CONSIDERATIONS

CARE MUST BE TAKEN TO PREVENT ENVIRONMENTAL CONTAMINATION FROM THE USE OF THE MATERIAL. THE USER OF THE MATERIAL HAS THE RESPONSIBILITY TO DISPOSE OF UNUSED MATERIAL, RESIDUES AND CONTAINERS IN COMPLIANCE WITH ALL RELEVANT LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS REGARDING TREATMENT, STORAGE AND DISPOSAL FOR HAZARDOUS AND NONHAZARDOUS WASTES.

Waste Disposal Summary :	If this product becomes a waste, it meets the criteria of a hazardous waste as defined under 40 CFR 261 and would have the following EPA hazardous waste number: D001. If this product becomes a waste, it will be a hazardous waste which is subject to the Land Disposal restrictions under 40 CFR 268 and must be managed accordingly.
Disposal Methods :	As a hazardous solid waste it should be disposed of in accordance with local, state and federal regulations.
Potential US EPA Waste Codes :	D001



SECTION 14. TRANSPORT INFORMATION

DOT

UN number	: 2880
Description of the goods	: Calcium hypochlorite, hydrated mixtures
Class	: 5.1
Packing group	: II
Labels	: 5.1
Emergency Response	: 140
Guidebook Number	

TDG

UN number	: 2880
Description of the goods	: CALCIUM HYPOCHLORITE, HYDRATED MIXTURE
Class	: 5.1
Packing group	: II
Labels	: 5.1

IATA

UN number	: 2880
Description of the goods	: Calcium hypochlorite, hydrated mixture
Class	: 5.1
Packing group	: II
Labels	: 5.1
Packing instruction (cargo aircraft)	: 562
Packing instruction (passenger aircraft)	: 558
Packing instruction (passenger aircraft)	: Y544

IMDG-CODE

UN number	: 2880
Description of the goods	: CALCIUM HYPOCHLORITE, HYDRATED MIXTURE
Class	: 5.1
Packing group	: II
Labels	: 5.1
EmS Number 1	: F-H
EmS Number 2	: S-Q

Marine pollutant	: yes
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SECTION 15. REGULATORY INFORMATION



This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals.

Signal word : DANGER!
Hazard statements : Causes substantial but temporary eye injury.
Corrosive. Causes skin burns.
Corrosive. Causes irreversible eye damage.
This pesticide is toxic to fish.

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Calcium hypochlorite	7778-54-3	10	13

SARA 302

No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 12 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

Calcium hypochlorite 7778-54-3

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:



Calcium hypochlorite 7778-54-3

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

US State Regulations

Massachusetts Right To Know

Calcium hypochlorite	7778-54-3
Calcium carbonate	471-34-1
Calcium chlorate	10137-74-3
Calcium dihydroxide	1305-62-0

Pennsylvania Right To Know

Calcium hypochlorite	7778-54-3
Sodium chloride	7647-14-5
Calcium carbonate	471-34-1
Calcium chlorate	10137-74-3
Calcium chloride	10043-52-4
Calcium dihydroxide	1305-62-0

New Jersey Right To Know

Calcium hypochlorite	7778-54-3
Sodium chloride	7647-14-5
Calcium carbonate	471-34-1
Calcium chlorate	10137-74-3
Calcium chloride	10043-52-4
Calcium dihydroxide	1305-62-0

California Prop 65

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

The components of this product are reported in the following inventories:

TSCA : This is an EPA registered pesticide.

Inventories

AICS (Australia), DSL (Canada), IECSC (China), REACH (European Union), ENCS (Japan), ISHL (Japan), KECI (Korea), NZIoC (New Zealand), PICCS (Philippines), TSCA (USA)

SECTION 16. OTHER INFORMATION

SECTIONS REVISED: 1
Major References : Available upon request.



**Arch
Chemicals,
Inc.**

SAFETY DATA SHEET

THIS MATERIAL SAFETY DATA SHEET (MSDS) HAS BEEN PREPARED IN COMPLIANCE WITH THE FEDERAL OSHA HAZARD COMMUNICATION STANDARD, 29 CFR 1910.1200. THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. ARCH CHEMICALS BELIEVES THIS INFORMATION TO BE RELIABLE AND UP TO DATE AS OF THE DATE OF PUBLICATION BUT, MAKES NO WARRANTY THAT IT IS. ADDITIONALLY, IF THIS MSDS IS MORE THAN THREE YEARS OLD, YOU SHOULD CONTACT ARCH CHEMICALS MSDS CONTROL AT THE PHONE NUMBER ON THE FRONT PAGE TO MAKE CERTAIN THAT THIS DOCUMENT IS CURRENT.

SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: FBS C1282

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: SNF Inc.
1 Chemical Plant Road
Riceboro, GA 31323
United States

Telephone: 912-884-3366

Telefax: 912-884-8770

E-mail address: regs@snf.com

1.4. Emergency telephone number

24-hour emergency number: 800-424-9300 CHEMTREC (CCN 20412), Outside U.S. 703-527-3887

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

SAFETY DATA SHEET**FBS C1282**

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients**3.1. Substances**

Not applicable, this product is a mixture.

3.2. Mixtures**Hazardous components****Distillates (petroleum), hydrotreated light**

Concentration/ -range: 20 - 30%

CAS Number: 64742-47-8

Classification according to paragraph (d)
of 29 CFR 1910.1200: Asp. Tox. 1;H304

Notes

Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Pol[(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range: < 5%

CAS Number: 69011-36-5

Classification according to paragraph (d)
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

Notes

For explanation of abbreviations see section 16

SECTION 4: First aid measures**4.1. Description of first aid measures***Inhalation:*

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

None.

SECTION 5: Firefighting measures**5.1. Extinguishing media***Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

5.2. Special hazards arising from the substance or mixture*Hazardous decomposition products:*

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters*Protective measures:*

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures*6.1. Personal precautions, protective equipment and emergency procedures**Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

*6.3. Methods and material for containment and cleaning up**Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage*7.1. Precautions for safe handling*

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

SECTION 8: Exposure controls/personal protection**8.1. Control parameters**

Occupational exposure limits:

Distillates (petroleum), hydrotreated light

ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) *Eye/face protection:*

Safety glasses with side-shields.

b) *Skin protection:*

i) *Hand protection:* PVC or other plastic material gloves.

ii) *Other:* Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

c) *Respiratory protection:*

No personal respiratory protective equipment normally required.

d) *Additional advice:*

Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties**9.1. Information on basic physical and chemical properties**

a) <i>Appearance:</i>	Viscous liquid, Milky.
b) <i>Odour:</i>	Aliphatic.
c) <i>Odour Threshold:</i>	No data available.
d) <i>pH:</i>	Not applicable.
e) <i>Melting point/freezing point:</i>	< 5°C
f) <i>Initial boiling point and boiling range:</i>	> 100°C

g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm ² /s @ 40°C
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
9.2. Other information	
None.	

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat \geq 4951 mg/m ³ (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.
Serious eye damage/eye irritation:	Not irritating. (OECD 405)

<i>Respiratory/skin sensitisation:</i>	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
<i>Mutagenicity:</i>	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
<i>Carcinogenicity:</i>	Carcinogenicity study in rats (OECD 451): Negative.
<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days \geq 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
<i>Aspiration hazard:</i>	May be fatal if swallowed and enters airways.
<u><i>Poly(oxy-1,2-ethanediyl), a-tridecyl-ω-hydroxy-, branched</i></u>	
<i>Acute oral toxicity:</i>	LD50/oral/rat = 500 - 2000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rabbit > 2000 mg/kg
<i>Acute inhalation toxicity:</i>	No data available.
<i>Skin corrosion/irritation:</i>	Not irritating. (OECD 404)
<i>Serious eye damage/eye irritation:</i>	Causes serious eye irritation. (OECD 405)
<i>Respiratory/skin sensitisation:</i>	The results of testing on guinea pigs showed this material to be non-sensitizing.
<i>Mutagenicity:</i>	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
<i>Carcinogenicity:</i>	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

<i>Reproductive toxicity:</i>	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
<i>Aspiration hazard:</i>	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

<i>Acute toxicity to fish:</i>	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
<i>Acute toxicity to algae:</i>	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
<i>Chronic toxicity to fish:</i>	No data available.
<i>Chronic toxicity to invertebrates:</i>	No data available.
<i>Toxicity to microorganisms:</i>	No data available.
<i>Effects on terrestrial organisms:</i>	No data available.
<i>Sediment toxicity:</i>	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

<i>Acute toxicity to fish:</i>	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
<i>Acute toxicity to invertebrates:</i>	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
<i>Acute toxicity to algae:</i>	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L. (OECD 201)

Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Polv(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on degradation data of components, this product is expected to be readily (bio)degradable.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), α-tridecyl-ω-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), α-tridecyl-ω-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport informationLand transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other informationNFPA and HMIS Ratings:

NFPA:

SAFETY DATA SHEET

FBS C1282

Health: 0
Flammability: 1
Instability: 0



HMIS:

Health: 0
Flammability: 1
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 5. Fire-fighting measures, SECTION 8. Exposure controls/personal protection, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 20.01.a

ENCC046

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 given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



SAFETY DATA SHEET

Issue Date: 27-Dec-2013

Revision Date: 15-Aug-2022

Version 1.02

1. Identification

Product identifier

Product Name: Aqua Hawk® 7387

Other means of identification

Product Code: 40841

Recommended use of the chemical and restrictions on use

Recommended Use: Industrial, Manufacturing or Laboratory use.

Restrictions on Use: None known

Details of the supplier of the safety data sheet

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

Emergency telephone number

Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

2. Hazard(s) Identification

Classification

This chemical is not considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

Signal word: None

Hazard statements:

Not a hazardous substance or mixture according to the Globally Harmonized System (GHS)

As part of good industrial and personal hygiene and safety procedure, avoid all unnecessary exposure to the chemical substance and ensure prompt removal from skin, eyes and clothing.

Unknown Acute toxicity: Not applicable

Other Information

Not applicable

3. Composition/information on ingredients

The product contains no substances which at their given concentration, are considered to be hazardous to health.

4. First-aid measures

Description of first aid measures

Inhalation	Remove to fresh air. If symptoms persist, call a physician.
Eye contact	Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.
Skin contact	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. If skin irritation persists, call a physician.
Ingestion	Clean mouth with water and drink afterwards plenty of water. If symptoms persist, call a physician.

Most important symptoms and effects, both acute and delayed

Symptoms	No information available.
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Indication of any immediate medical attention and special treatment needed

Note to physicians	Treat symptomatically.
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5. Fire-fighting measures

Suitable Extinguishing Media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Large Fire	CAUTION: Use of water spray when fighting fire may be inefficient.
Unsuitable extinguishing media	Do not scatter spilled material with high pressure water streams.
Specific hazards arising from the chemical	If product is heated above its flash point it will produce vapors sufficient to support combustion. Vapors are heavier than air and may travel along the ground and be ignited by heat, pilot lights, other flames and ignition sources at locations near the point of release. Do not allow run-off from fire-fighting to enter drains or water courses.
Hazardous combustion products	Carbon oxides. Ammonia. Hydrogen chloride (HCl). Nitrogen oxides (NO _x).
Explosion Data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions	Ensure adequate ventilation.
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Methods and material for containment and cleaning up

Methods for containment	Prevent further leakage or spillage if safe to do so.
Methods for cleaning up	Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Do not leave absorbents or products to sit overnight as they will become hard and difficult to remove. The remaining residue or film can be treated with dilute caustic (2%) or dilute liquid bleach (2-5%), allowed to soak for up to one hour, and clean with warm water (between 49-54°C) or flushed to a sewer using high volumes of water taking into account local guidelines. Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly. After cleaning, flush away traces with water.

7. Handling and storage

Precautions for safe handling

Advice on safe handling Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible Materials Aluminum. Copper. Iron. Strong acids. Strong oxidizing agents.

8. Exposure controls/personal protection

Control parameters

Exposure Limits This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Appropriate engineering controls

Engineering controls Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection Tight sealing safety goggles.

Skin and body protection Wear suitable protective clothing.

Respiratory protection No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required.

Environmental exposure controls Do not allow into any sewer, on the ground or into any body of water.

General hygiene considerations Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical State:	Liquid
Appearance:	No information available
Color:	Yellow
Odor:	Amine
Odor Threshold:	No information available
pH:	5.5
Salt Out Point:	No information available
Melting Point/Freezing Point:	No information available
Boiling Point/Boiling Range:	> 100 °C / 212 °F
Flash Point:	> 120 °C / 248 °F A flash point determination is unnecessary due to the high water content.
Evaporation Rate (BuAc=1):	No information available
Flammability (solid, gas):	Not classified as a flammability hazard
Flammability Limits in Air:	No information available
Vapor Pressure (mm Hg):	ca. 32 mbar
Vapor density (Air =1):	No information available
Specific Gravity (H₂O=1):	No information available
Water Solubility:	Miscible
Solubility(ies):	No information available
Partition Coefficient (n-octanol/water):	No information available
Autoignition Temperature:	Not self-igniting

Decomposition Temperature: No information available
 Kinematic Viscosity: No information available
 Dynamic Viscosity: No information available

Other information

Explosive properties: Not explosive
 Oxidizing properties: Not fire-propagating
 Molecular Weight: N/A
 Liquid Density: ca. 1.1 g/cm³ (20°C)

10. Stability and reactivity

Reactivity: No information available.
 Chemical stability: Stable under normal conditions.
 Possibility of hazardous reactions: None under normal processing.
 Conditions to avoid: Heat, flames and sparks. Extremes of temperature and direct sunlight. Protect from moisture.
 Incompatible Materials: Aluminum. Copper. Iron. Strong acids. Strong oxidizing agents.
 Hazardous decomposition products: Ammonia. Carbon oxides. Hydrogen chloride (HCl). Nitrogen oxides (NO_x).

11. Toxicological information**Information on likely routes of exposure****Product Information**

Inhalation: Specific test data for the substance or mixture is not available.
 Eye contact: Not expected to cause eye irritation.
 Skin contact: No known effect based on information supplied.
 Ingestion: Specific test data for the substance or mixture is not available.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms: No information available.

Numerical measures of toxicity

Not applicable

Acute Toxicity:

Oral LD₅₀: > 5,000 mg/kg (rat)
 ATEmix (oral): >5,000 mg/kg (rat)

Component Information**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

Skin corrosion/irritation: Based on available data, the classification criteria are not met.

Product Information	
Method	OECD Test No. 404: Acute Dermal Irritation/Corrosion
Species	Rabbit
Results	non-irritant

Serious eye damage/eye irritation: Based on available data, the classification criteria are not met.

Product Information	
Method	OECD Test No. 405: Acute Eye Irritation/Corrosion
Species	Rabbit
Results	non-irritant

Respiratory or skin sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.
Reproductive toxicity	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Aspiration hazard	No information available.
Other Adverse Effects:	No information available.

12. Ecological information

Ecotoxicity	The environmental impact of this product has not been fully investigated.
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Product Information	
Species	Danio rerio
Endpoint type	LC50
Exposure time	96 h
Effective dose	>10 mg/L
Method	OECD Test No. 202: Daphnia sp. Acute Immobilisation Test
Species	Daphnia magna
Endpoint type	EC50
Exposure time	48 h
Effective dose	>10 mg/L

Persistence and Degradability:	No information available.
Bioaccumulation:	There is no data for this product.
Mobility:	No information available.
Other Adverse Effects:	No information available.

13. Disposal considerations

Waste treatment methods	
Waste from residues/unused products	Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.
Contaminated packaging	Do not reuse empty containers.

14. Transport information

DOT

Description

Not DOT Regulated

15. Regulatory information**International Inventories**

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Trade Secret	Present ACTIVE	Present	Present	-	-	-	Present	Present	Present	Present

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory**AICS** - Australian Inventory of Chemical Substances**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**US Federal Regulations****SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

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.

Clean Water Act (CWA)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

OSHA - Process Safety Management - Highly Hazardous Chemicals

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information**NSF/ANSI 60 Certification**



Certified to
NSF/ANSI/CAN 60

**Maximum Use (mg/L unless
otherwise indicated):** 50

Prepared By: HSE Department
Issue Date: 27-Dec-2013
Revision Date: 15-Aug-2022
Revision Note: SDS sections updated. 2.

Disclaimer:

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 given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



SAFETY DATA SHEET

FOR ANY EMERGENCY, 24 HOURS / 7 DAYS, CALL:

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC®:

FOR ALL SDS QUESTIONS & REQUESTS, CALL:

1-800-654-6911 (OUTSIDE

USA: 1-423-780-2970)

1-800-424-9300 (OUTSIDE

USA: 1-703-527-3887)

1-800-511-MSDS (OUTSIDE

USA: 1-423-780-2347)

PRODUCT NAME: GLB LARGE 3" TABLETS

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Supplier

GLB

1400 Bluegrass Lakes Parkway ,

Alpharetta, GA, 30004

USA

Telephone: +17705215999

Telefax: +17705215959

Web: www.poolspacare.com

REVISION DATE:

05/26/2015

SUPERCEDES:

12/02/2010

MSDS Number:

000000024532

SYNONYMS:

Trichloroisocyanuric Acid, TCCA,

Trichlor

CHEMICAL FAMILY:

None

DESCRIPTION / USE

None established

FORMULA:

None established

Manufacturer

Advantis Technologies

1200 Bluegrass Lakes Parkway

Alpharetta, GA 30004

United States of America

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Oxidizing solids

: Category 2

Acute toxicity (Oral)

: Category 4

Skin corrosion

: Category 1B

Serious eye damage

: Category 1

**Specific target organ toxicity -
single exposure**

: Category 3

GHS Label element

GLB LARGE 3" TABLETS

REVISION DATE : 05/26/2015

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Hazard pictograms



Signal word

: Danger

Hazard statements

: H272 May intensify fire; oxidiser.
H302 Harmful if swallowed.
H314 Causes severe skin burns and eye damage.
H335 May cause respiratory irritation.

Precautionary statements

: **Prevention:**
P210 Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
P220 Keep/Store away from clothing/ combustible materials.
P221 Take any precaution to avoid mixing with combustibles.
P260 Do not breathe vapours.
P264 Wash hands thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.
P271 Use only outdoors or in a well-ventilated area.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
P301 + P312 IF SWALLOWED: Call a POISON CENTER or doctor/ physician if you feel unwell.
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
P304 + P340 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310 Immediately call a POISON CENTER or doctor/ physician.
P321 Specific treatment (see supplemental first aid instructions on this label).
P330 Rinse mouth.
P363 Wash contaminated clothing before reuse.
P370 + P378 In case of fire: Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide to extinguish.
Storage:
P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
P405 Store locked up.
Disposal:
P501 Dispose of contents/container in accordance with local regulation.

Other hazards

None known.



SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

<u>CAS OR CHEMICAL NAME</u>	<u>CAS #</u>	<u>% RANGE</u>
TRICHLORO-S-TRIAZINETRIONE	87-90-1	96 - 100

SECTION 4. FIRST AID MEASURES

General Advice:	Call a poison control center or doctor for treatment advice. For 24-hour emergency medical assistance, call Arch Chemical Emergency Action Network at 1-800-654-6911. Have the product container or label with you when calling a poison control center or doctor, or going for treatment.
Inhalation:	IF INHALED: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.
Skin Contact:	IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
Eye Contact:	IF IN EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
Ingestion:	IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
Notes to Physician:	Probable mucosal damage may contraindicate the use of gastric lavage.

SECTION 5. FIREFIGHTING MEASURES

Flammability Summary (OSHA):	Product is not known to be flammable, combustible or pyrophoric., NFPA Oxidizer Class: Meets the criteria of an NFPA Class 1 Oxidizer
<u>Flammable Properties</u>	
Flash Point:	Not applicable
Autoignition Temperature:	Not applicable
Fire / Explosion Hazards:	During a fire, irritating and highly toxic gases may be generated by thermal decomposition or combustion. Closed containers may explode (due to the build up of steam pressure) when exposed to extreme heat.
Extinguishing Media:	Water only.



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Fire Fighting Instructions: Use water to cool containers exposed to fire. On small fires, use water spray or fog. On large fires, use heavy deluge or fog streams. Flooding amounts of water may be required before extinguishment can be accomplished. Do not use dry extinguishers containing ammonium compounds.

Upper Flammable / Explosive Limit, % in air: Not applicable

Lower Flammable / Explosive Limit, % in air: Not applicable

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal Protection for Emergency Situations: Response to a large quantity spill (100 pounds or greater) or when dusting or decomposition gas exposure could occur requires the use of a positive pressure full face supplied air respirator or self contained breathing apparatus (SCBA), chemical resistant gloves, coveralls and boots. In case of fire, this personal protective equipment should be used in addition to normal fire fighter equipment. Compatible materials for response to this material are: neoprene. Protection concerns must also address the following: If this material becomes damp/wet or contaminated in a container, the formation of nitrogen trichloride gas may occur and an explosive condition may exist.

Spill Mitigation Procedures

Air Release:

Water Release:

Land Release:

Additional Spill Information :

Vapors may be suppressed by the use of water fog.

This material is heavier than water. This material is soluble in water. Stop water flow or divert water flow around spill if possible and safe to do so. Begin monitoring for available chlorine and pH immediately.

Do not contaminate spill material with any organic materials, ammonia, ammonium salts or urea. Clean up all spill material with clean, dry dedicated equipment and place in a clean dry container. **FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC: 1-800-424-9300 REPORTABLE QUANTITY: Not Applicable (Per 40 CFR 302.4)** Hazardous concentrations in air may be found in local spill area and immediately downwind. If spill material is still dry, do not put water directly on this product as a gas evolution may occur. If material is wet, contact 1-800-654-6911 for proper stabilization procedures. Dispose of spill residues per guidelines under Section 13, Disposal Consideration. This material may be neutralized for disposal; you are requested to contact Arch Chemicals at 1-800-654-6911 before beginning any such procedure.

SECTION 7. HANDLING AND STORAGE

Handling: Do not take internally. Avoid contact with skin, eyes and clothing. Upon contact with skin or eyes, wash off with water. Avoid breathing dust, mist, vapor or gas.



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Storage:	Store in a cool dry ventilated location, away from sources of ignition or other incompatible conditions and chemicals. Keep container(s) closed. Avoid creating dusts.
Shelf Life Limitations:	Indefinite. Available chlorine loss can be as little as 0.1% per year at ambient temperatures.
Incompatible Materials for Storage:	Organic materials, Reducing agents, nitrogen containing materials, oxidizers, Acids, Bases, (Incompatible materials for packaging: paper, cardboard)
Do Not Store At temperatures Above:	60 °C

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Ventilation:	Local exhaust ventilation or other engineering controls are normally required when handling or using this product to keep airborne exposures below the TLV, PEL or other recommended exposure limit.
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Protective Equipment for Routine Use of Product

Respiratory Protection :	Wear a NIOSH approved respirator if levels above the exposure limits are possible., A NIOSH approved full-face air purifying respirator equipped with combination chlorine/P100 cartridges. Air purifying respirators should not be used in oxygen deficient or IDLH atmospheres or if exposure concentrations exceed ten (10) times the published limit.
Skin Protection :	Wear impervious gloves to avoid skin contact. A full impervious suit is recommended if exposure is possible to a large portion of the body.
Eye Protection:	Use chemical goggles.
Protective Clothing Type:	Nitrile, Natural rubber, Neoprene (This includes: gloves, boots, apron, protective suit)
General Protective Measures:	An eye wash and safety shower should be provided in the immediate work area.

Components with workplace control parameters

no data available

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	solid
Form	Tablet
Color:	white
Odor:	Sharp, chlorine-like, bleach odor
Molecular Weight:	232.41 g/mol
pH :	2.7 - 3.2 () 1 g/l (as aqueous solution)
Boiling Point:	Not applicable
Melting point/freezing point	Not applicable



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Density	1.6 - 1.9 g/cm ³
Bulk Density:	1,160 - 1,900 kg/m ³ ()
Vapor Pressure:	no data available
Vapor Density:	Not applicable
Viscosity:	no data available
Solubility in Water:	12 g/l 77 °F (25 °C)
Partition coefficient n-octanol/water:	Not applicable
Evaporation Rate:	Not applicable
Oxidizing:	None established
Volatiles, % by vol.:	Not applicable
VOC Content	Not applicable This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM Intermediate or Final VOC's (40 CFR 60.489). This product does not contain any VOC exemptions listed under the U.S. Clean Air Act Section 450.
HAP Content	Not applicable

SECTION 10. STABILITY AND REACTIVITY

Conditions to Avoid:	Sparks, open flame, other ignition sources, and elevated temperatures., Contact with small amounts of water may result in an exothermic reaction with the liberation of toxic fumes., Damp or slightly wet product (will evolve nitrogen trichloride), May be unstable at temperatures above 225 Deg. C (437 Deg. F)
Chemical Incompatibility:	organic materials, Oils, Grease, Sawdust, Reducing agents, nitrogen-containing compounds, oxidizers, acids, Bases, Dry fire extinguishers containing ammonium compounds
Hazardous Decomposition Products:	Nitrogen trichloride, Chlorine, nitrous oxides, cyanates, Carbon monoxide, Carbon dioxide
Decomposition Temperature:	225 °C

SECTION 11. TOXICOLOGICAL INFORMATION

Component Animal Toxicology

Oral LD50 value:

TRICHLORO-S- LD50 = 490 mg/kg Rat
TRIAZINETRIONE

Component Animal Toxicology

Dermal LD50 value:

TRICHLORO-S- LD50 > 2,000 mg/kg Rabbit
TRIAZINETRIONE



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Component Animal Toxicology

Inhalation LC50 value:

TRICHLORO-S-TRIAZINETRIONE LC50 4 h (aerosol dust), (Nose Only) Approximately 0.54 mg/l Rat
LC50 1 h (aerosol dust), (Nose Only) Approximately 2.16 mg/l Rat

Product Animal Toxicity

Oral LD50 value: LD50 = 490 mg/kg Rat

Dermal LD50 value: LD50 > 2,000 mg/kg Rabbit

Inhalation LC50 value: LC50 4 h (aerosol dust), (Nose Only) Approximately 0.54 mg/l Rat LC50 1 h (aerosol dust), (Nose Only) Approximately 2.16 mg/l Rat

Skin Irritation: DRY MATERIAL CAUSES MODERATE SKIN IRRITATION., WET MATERIAL CAUSES SKIN BURNS.

Eye Irritation: Corrosive to eyes.

Skin Sensitization: Negative skin sensitizer, guinea pig - Buehler Method

Acute Toxicity: This product is corrosive to all tissues contacted and upon inhalation, may cause irritation to mucous membranes and respiratory tract. The dry material is irritating to the skin. However when wet, it will produce burns to the skin.

Subchronic / Chronic Toxicity: There are no known or reported effects from repeated exposure., Toxicological investigation indicates it does not produce significant effects from chronic exposure.

Reproductive and Developmental Toxicity: Not known or reported to cause reproductive or developmental toxicity.

TRICHLORO-S-TRIAZINETRIONE Not known or reported to cause reproductive or developmental toxicity. A similar product has been tested and it did not produce teratogenic or fetotoxic effects in laboratory animals.

Mutagenicity: This product was determined to be non-mutagenic in the Ames assay.

TRICHLORO-S-TRIAZINETRIONE This product was determined to be non-mutagenic in the Ames assay.

Carcinogenicity: This product is not known or reported to be carcinogenic by any reference source including IARC, OSHA, NTP or EPA.

TRICHLORO-S-TRIAZINETRIONE This chemical is not known or reported to be carcinogenic by any reference source including IARC, OSHA, NTP, or EPA.

SECTION 12. ECOLOGICAL INFORMATION

Overview: Highly toxic to fish and other aquatic organisms.

Ecological Toxicity Values - Product:

Rainbow trout (*Salmo gairdneri*), - 96 h LC50 0.32 mg/l
Bluegill sunfish - 96 h LC50 0.30 mg/l
Daphnia magna, - 48 h LC50 0.21 mg/l



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	Mallard duck	- 8 d Dietary LC50 > 10,000 ppm
Mallard duck		- Acute Oral LD50 1,600 mg/kg
Bobwhite quail		- 8 d Dietary LC50 7,422 ppm

Ecological Toxicity Values for: TRICHLORO-S-TRIAZINETRIONE

Rainbow trout (<i>Salmo gairdneri</i>),	- 96 h LC50 0.32 mg/l
Bluegill sunfish	- 96 h LC50 0.30 mg/l
Daphnia magna,	- 48 h LC50 0.21 mg/l
Mallard duck	- 8 d Dietary LC50 > 10,000 ppm
Mallard duck	- Acute Oral LD50 1,600 mg/kg
Bobwhite quail	- 8 d Dietary LC50 7,422 ppm

SECTION 13. DISPOSAL CONSIDERATIONS

CARE MUST BE TAKEN TO PREVENT ENVIRONMENTAL CONTAMINATION FROM THE USE OF THE MATERIAL. THE USER OF THE MATERIAL HAS THE RESPONSIBILITY TO DISPOSE OF UNUSED MATERIAL, RESIDUES AND CONTAINERS IN COMPLIANCE WITH ALL RELEVANT LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS REGARDING TREATMENT, STORAGE AND DISPOSAL FOR HAZARDOUS AND NONHAZARDOUS WASTES.

Waste Disposal Summary :

If this product becomes a waste, it meets the criteria of a hazardous waste as defined under 40 CFR 261 and would have the following EPA hazardous waste number: D001. If this product becomes a waste, it will be a hazardous waste which is subject to the Land Disposal restrictions under 40 CFR 268 and must be managed accordingly.

Disposal Methods :

As a hazardous solid waste, it must be disposed of in accordance with local, state and federal regulations.

SECTION 14. TRANSPORT INFORMATION

DOT

UN number	: 2468
Description of the goods	: Trichloroisocyanuric acid, dry
Class	: 5.1
Packing group	: II
Labels	: 5.1
Emergency Response	: 140
Guidebook Number	



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TDG

UN number : 2468
Description of the goods : TRICHLOROISOCYANURIC ACID, DRY
Class : 5.1
Packing group : II
Labels : 5.1

IATA

UN number : 2468
Description of the goods : Trichloroisocyanuric acid, dry
Class : 5.1
Packing group : II
Labels : 5.1
Packing instruction (cargo aircraft) : 562
Packing instruction (passenger aircraft) : 558
Packing instruction (passenger aircraft) : Y544

IMDG-CODE

UN number : 2468
Description of the goods : TRICHLOROISOCYANURIC ACID, DRY
Class : 5.1
Packing group : II
Labels : 5.1
EmS Number 1 : F-A
EmS Number 2 : S-Q

Marine pollutant : yes

SECTION 15. REGULATORY INFORMATION

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals.

Signal word : DANGER!
Hazard statements : Harmful if swallowed.
May be fatal if absorbed through skin.
May be fatal if inhaled.
Corrosive. Causes skin burns.
Corrosive. Causes irreversible eye damage.
This pesticide is toxic to fish.

EPCRA - Emergency Planning and Community Right-to-Know Act



SAFETY DATA SHEET

SARA 302

No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 12 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

This product does not contain any Hazardous Substances listed under the U.S. CleanWater Act, Section 311, Table 116.4A.

This product does not contain any Hazardous Chemicals listed under the U.S. CleanWater Act, Section 311, Table 117.3.

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

US State Regulations

Massachusetts Right To Know

trichloroisocyanuric acid	87-90-1
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Pennsylvania Right To Know

trichloroisocyanuric acid	87-90-1
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New Jersey Right To Know

trichloroisocyanuric acid	87-90-1
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California Prop 65



SAFETY DATA SHEET

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

The components of this product are reported in the following inventories:

TSCA : This is an EPA registered pesticide.

Inventories

AICS (Australia), DSL (Canada), IECSC (China), REACH (European Union), ENCS (Japan), ISHL (Japan), KECI (Korea), NZIoC (New Zealand), PICCS (Philippines), TSCA (USA)

SECTION 16. OTHER INFORMATION

SECTIONS REVISED: 15
Major References : Available upon request.

THIS MATERIAL SAFETY DATA SHEET (MSDS) HAS BEEN PREPARED IN COMPLIANCE WITH THE FEDERAL OSHA HAZARD COMMUNICATION STANDARD, 29 CFR 1910.1200. THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. ARCH CHEMICALS BELIEVES THIS INFORMATION TO BE RELIABLE AND UP TO DATE AS OF THE DATE OF PUBLICATION BUT, MAKES NO WARRANTY THAT IT IS. ADDITIONALLY, IF THIS MSDS IS MORE THAN THREE YEARS OLD, YOU SHOULD CONTACT ARCH CHEMICALS MSDS CONTROL AT THE PHONE NUMBER ON THE FRONT PAGE TO MAKE CERTAIN THAT THIS DOCUMENT IS CURRENT.



SAFETY DATA SHEET

Issue Date: 07-May-2015

Revision Date: 09-Jun-2021

Version 1

1. Identification

Product identifier

Product Name: AS4000 40%

Other means of identification

Product Code: 42702

Synonyms: Diammonium sulfate; Sulfuric acid, diammonium

Recommended use of the chemical and restrictions on use

Recommended Use: Industrial, Manufacturing or Laboratory use.

Restrictions on Use: None known

Details of the supplier of the safety data sheet

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

Emergency telephone number

Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

2. Hazard(s) identification

Classification

This chemical is not considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

Signal word: None

Hazard statements:

Not a hazardous substance or mixture according to the Globally Harmonized System (GHS)

As part of good industrial and personal hygiene and safety procedure, avoid all unnecessary exposure to the chemical substance and ensure prompt removal from skin, eyes and clothing.

Unknown Acute toxicity: Not applicable

Other Information

Not applicable

3. Composition/information on ingredients

Chemical name	CAS No.	Weight-%
Ammonium sulfate	7783-20-2	39-41

Water	7732-18-5	Balance
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Any concentration shown as a range is due to batch variation or the exact percentage has been withheld as a trade secret.

4. First-aid measures

Description of first aid measures

Inhalation	Remove to fresh air. If symptoms persist, call a physician.
Eye contact	Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.
Skin contact	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. If skin irritation persists, call a physician.
Ingestion	Clean mouth with water and drink afterwards plenty of water. If symptoms persist, call a physician.

Most important symptoms and effects, both acute and delayed

Symptoms No information available.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treat symptomatically.

5. Fire-fighting measures

Suitable Extinguishing Media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Large Fire	CAUTION: Use of water spray when fighting fire may be inefficient.
Unsuitable extinguishing media	Do not scatter spilled material with high pressure water streams.
Specific hazards arising from the chemical	Flammable ammonia gas may be released in a fire. Non-combustible, substance itself does not burn but may decompose upon heating to produce corrosive and/or toxic fumes. Cool drums with water spray. Do not allow run-off from fire-fighting to enter drains or water courses.
Hazardous combustion products	Ammonia. Oxides of sulfur. Nitrogen oxides (NO _x).
Explosion Data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions Ensure adequate ventilation.

Methods and material for containment and cleaning up

Methods for containment Prevent further leakage or spillage if safe to do so.

Methods for cleaning up Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material. Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly. After cleaning, flush away traces with water.

7. Handling and storage

Precautions for safe handling**Advice on safe handling**

Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities**Storage Conditions**

Keep containers tightly closed in a dry, cool and well-ventilated place. Do not freeze. Keep at temperatures between 55 and 85 °F.

Incompatible Materials

Strong oxidizing agents, strong acids, and strong bases. Metals.

8. Exposure controls/personal protection**Control parameters****Exposure Limits**

The following ingredients are the only ingredients of the product above the cut-off level (or level that contributes to the hazard classification of the mixture) which have an exposure limit applicable in the region for which this safety data sheet is intended or other recommended limit. At this time, the other relevant constituents have no known exposure limits from the sources listed here.

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Ammonia 7664-41-7	STEL: 35 ppm TWA: 25 ppm	TWA: 50 ppm TWA: 35 mg/m ³ (vacated) STEL: 35 ppm (vacated) STEL: 27 mg/m ³	IDLH: 300 ppm TWA: 25 ppm TWA: 18 mg/m ³ STEL: 35 ppm STEL: 27 mg/m ³

Exposure Guidelines

Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

Appropriate engineering controls**Engineering controls**

Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Tight sealing safety goggles.

Skin and body protection

Wear suitable protective clothing.

Respiratory protection

No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required.

Environmental exposure controls

Do not allow into any sewer, on the ground or into any body of water. Local authorities should be advised if significant spillages cannot be contained.

General hygiene considerations

Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties**Information on basic physical and chemical properties****Physical State:**

Liquid

Appearance:

Clear

Color:

Colorless

Odor:

No information available

Odor Threshold:

No information available

pH:**pH Range:**

4-5

Salt Out Point:

No information available

Melting Point/Freezing Point:

-12 °C / 11 °F

Boiling Point/Boiling Range:

No information available

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
Vapor Pressure (mm Hg):	No information available
Vapor density (Air =1):	No information available
Specific Gravity (H ₂ O=1):	1.225
Water Solubility:	No information available
Solubility(ies):	No information available
Partition Coefficient (n-octanol/water):	No information available
Autoignition Temperature:	No information available
Decomposition Temperature:	No information available
Kinematic Viscosity:	No information available
Dynamic Viscosity:	No information available

Other information

Explosive properties	No information available
Oxidizing properties	No information available
Molecular Weight:	N/A

10. Stability and reactivity

Reactivity	No information available.
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	May react with oxidizers - danger of explosion. Releases flammable ammonia gas when heated.
Conditions to avoid	Extremes of temperature and direct sunlight. Keep away from open flames, hot surfaces and sources of ignition.
Incompatible Materials	Strong oxidizing agents, strong acids, and strong bases. Metals.
Hazardous decomposition products	Ammonia. Nitrogen oxides (NO _x). Sulfur oxides.

11. Toxicological information**Information on likely routes of exposure****Product Information**

Inhalation	Specific test data for the substance or mixture is not available.
Eye contact	Specific test data for the substance or mixture is not available.
Skin contact	Specific test data for the substance or mixture is not available.
Ingestion	Specific test data for the substance or mixture is not available.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	No information available.
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Numerical measures of toxicity**Acute Toxicity:**

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral)	6,926.80 mg/kg
ATEmix (dermal)	4,882.90 mg/kg

Component Information

Chemical name	Oral LD ₅₀ :	Dermal LD ₅₀ :	LC ₅₀ (Lethal Concentration):
Ammonium sulfate	= 2840 mg/kg (Rat)	> 2000 mg/kg (Rat)	-

7783-20-2			
Water	> 90 mL/kg (Rat)	-	-
7732-18-5			

Delayed and immediate effects as well as chronic effects from short and long-term exposure**Skin corrosion/irritation**

No information available.

Serious eye damage/eye irritation

No information available.

Respiratory or skin sensitization

No information available.

Germ cell mutagenicity

No information available.

Carcinogenicity

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

Reproductive toxicity

No information available.

STOT - single exposure

No information available.

STOT - repeated exposure

No information available.

Aspiration hazard

No information available.

Other Adverse Effects:

No information available.

12. Ecological information**Ecotoxicity**

The environmental impact of this product has not been fully investigated.

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
Ammonium sulfate 7783-20-2	-	250 mg/L (LC50 96 h - Brachydanio rerio) 480 mg/L (LC50 96 h flow-through - Brachydanio rerio) 420 mg/L (LC50 96 h semi-static - Brachydanio rerio) 18 mg/L (LC50 96 h - Cyprinus carpio) 32.2 - 41.9 mg/L (LC50 96 h flow-through - Oncorhynchus mykiss) 5.2 - 8.2 mg/L (LC50 96 h static - Oncorhynchus mykiss) 100 mg/L (LC50 96 h - Pimephales promelas) 123 - 128 mg/L (LC50 96 h semi-static - Poecilia reticulata) 126 mg/L (LC50 96 h - Poecilia reticulata)	-	14 mg/L (LC50 48 h - Daphnia magna)

Persistence and Degradability:

No information available.

Bioaccumulation:

There is no data for this product.

Component Information

Chemical name	Partition Coefficient:
Ammonium sulfate 7783-20-2	-5.1

Mobility: No information available.

Other Adverse Effects: No information available.

13. Disposal considerations**Waste treatment methods**

Waste from residues/unused products

Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.

Contaminated packaging

Do not reuse empty containers.

14. Transport information**DOT**

Description Not DOT Regulated

15. Regulatory information**International Inventories**

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Ammonium sulfate 7783-20-2	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Water 7732-18-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present

TSCA - United States Toxic Substances Control Act Section 8(b) inventory

AICS - Australian Inventory of Chemical Substances

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

US Federal Regulations**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 7783-20-2	1.0

SARA 311/312 Hazard Categories

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

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.

Clean Water Act (CWA)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

OSHA - Process Safety Management - Highly Hazardous Chemicals

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information**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:	09-Jun-2021
Revision Note:	Format change. Reviewed and Re-issued.

Disclaimer:

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 given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



SAFETY DATA SHEET

Issue Date: 16-Aug-2012

Revision Date: 15-Aug-2022

Version 1.01

1. Identification

Product identifier

Product Name: Aqua Hawk® 1124

Other means of identification

Product Code: 34225

Recommended use of the chemical and restrictions on use

Recommended Use: Industrial, Manufacturing or Laboratory use.

Restrictions on Use: None known

Details of the supplier of the safety data sheet

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

Emergency telephone number

Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

2. Hazard(s) identification

Classification

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Serious eye damage/eye irritation

Category 2A

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

Signal word: Warning

Hazard statements:

Causes serious eye irritation



Precautionary Statements - Prevention:

Wash face, hands and any exposed skin thoroughly after handling

Wear eye protection/ face protection

Precautionary Statements - Response:

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing

If eye irritation persists: Get medical advice/attention

Unknown Acute toxicity: Not applicable

Other Information

Not applicable

3. Composition/information on ingredients

Chemical name	CAS No	Weight-%
Aliphatic Hydrocarbon	Trade secret	>=20-<30
Alcohol Alkoxylates	Trade secret	>=1.5-<5

The exact percentage (concentration) of composition has been withheld as a trade secret.

4. First-aid measures

Description of first aid measures

General advice

Show this safety data sheet to the doctor in attendance.

Inhalation

Remove to fresh air.

Eye contact

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Keep eye wide open while rinsing. Do not rub affected area. Get medical attention if irritation develops and persists.

Skin contact

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. If skin irritation persists, call a physician.

Ingestion

Clean mouth with water and drink afterwards plenty of water. Never give anything by mouth to an unconscious person. Do NOT induce vomiting. Call a physician.

Self-protection of the first aider

Avoid contact with skin, eyes or clothing. Wear personal protective clothing (see section 8).

Most important symptoms and effects, both acute and delayed

Symptoms

May cause redness and tearing of the eyes.

Indication of any immediate medical attention and special treatment needed

Note to physicians

Inhalation of high concentrations of this material, as could occur in enclosed spaces or during deliberate abuse, may be associated with cardiac arrhythmias. Sympathomimetic drugs may initiate cardiac arrhythmias in persons exposed to this material. Signs and symptoms of exposure to this material through breathing, swallowing, and/or passage of the material through the skin may include: stomach or intestinal upset (nausea, vomiting, diarrhea), irritation (nose, throat, airways), lung irritation, confusion, irregular heartbeat, convulsions.

5. Fire-fighting measures

Suitable Extinguishing Media

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

Large Fire

CAUTION: Use of water spray when fighting fire may be inefficient.

Unsuitable extinguishing media

Do not scatter spilled material with high pressure water streams.

Specific hazards arising from the chemical

If product is heated above its flash point it will produce vapors sufficient to support combustion. Vapors are heavier than air and may travel along the ground and be ignited by heat, pilot lights, other flames and ignition sources at locations near the point of release. Do not allow run-off from fire-fighting to enter drains or water courses.

Hazardous combustion products Carbon oxides. Hydrocarbons. Nitrogen oxides (NO_x).

Explosion Data

Sensitivity to mechanical impact None.

Sensitivity to static discharge None.

Special protective equipment for fire-fighters Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions Avoid contact with skin, eyes or clothing. Use personal protective equipment as required.

Other information Refer to protective measures listed in Sections 7 and 8.

Methods and material for containment and cleaning up

Methods for containment Prevent further leakage or spillage if safe to do so. Keep out of drains, sewers, ditches and waterways.

Methods for cleaning up Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly. After cleaning, flush away traces with water.

7. Handling and storage

Precautions for safe handling

Advice on safe handling Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. Do not eat, drink or smoke when using this product.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible Materials Strong oxidizing agents. Strong reducing agents.

8. Exposure controls/personal protection

Control parameters

Exposure Limits

The following ingredients are the only ingredients of the product above the cut-off level (or level that contributes to the hazard classification of the mixture) which have an exposure limit applicable in the region for which this safety data sheet is intended or other recommended limit. At this time, the other relevant constituents have no known exposure limits from the sources listed here.

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Aliphatic Hydrocarbon	TWA: 200 mg/m ³ (total hydrocarbon vapor)	TWA: 5 mg/m ³ (Mist)	-

Exposure Guidelines Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

Appropriate engineering controls

Engineering controls Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection Tight sealing safety goggles.

Hand protection	Wear suitable gloves.
Skin and body protection	Wear suitable protective clothing.
Respiratory protection	No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required.
Environmental exposure controls	Do not allow into any sewer, on the ground or into any body of water. Prevent product from entering drains. Local authorities should be advised if significant spillages cannot be contained.
General hygiene considerations	Avoid contact with skin, eyes or clothing. Wear suitable gloves and eye/face protection. Do not eat, drink or smoke when using this product.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical State:	Liquid
Appearance:	No information available
Color:	No information available
Odor:	Mild Hydrocarbons
Odor Threshold:	No information available
pH:	No information available
Salt Out Point:	No information available
Melting Point/Freezing Point:	No information available
Boiling Point/Boiling Range:	100 °C / 212 °F (1,013.33 hPa) Calculated Phase Transition Liquid/Gas
Flash Point:	> 100 °C / > 212 °F Cleveland Open Cup
Evaporation Rate (BuAc=1):	No information available
Flammability (solid, gas):	No information available
Flammability Limits in Air:	Upper flammability limit: 7% Lower flammability limit: 0.6%
Vapor Pressure (mm Hg):	23.33 hPa Calculated
Vapor density (Air =1):	No information available
Specific Gravity (H₂O=1):	No information available
Water Solubility:	Soluble
Solubility(ies):	No information available
Partition Coefficient (n-octanol/water):	No information available
Autoignition Temperature:	No information available
Decomposition Temperature:	No information available
Kinematic Viscosity:	>21 mm ² /s Based on a similar product formulation.
Dynamic Viscosity:	<5,500 mPa.s
Other information	
Explosive properties	No information available
Oxidizing properties	No information available
Molecular Weight:	N/A
Liquid Density	ca. 1.04g/cm ³

10. Stability and reactivity

Reactivity	No information available.
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	None under normal processing.
Conditions to avoid	Heat, flames and sparks.
Incompatible Materials	Strong oxidizing agents. Strong reducing agents.
Hazardous decomposition products	Carbon monoxide. Carbon dioxide (CO ₂). Nitrogen oxides (NO _x). Hydrocarbons.

11. Toxicological information

Information on likely routes of exposure

Product Information

Inhalation	Specific test data for the substance or mixture is not available. May cause irritation of respiratory tract.
Eye contact	Specific test data for the substance or mixture is not available. Causes serious eye irritation. (based on components). May cause redness, itching, and pain.
Skin contact	Specific test data for the substance or mixture is not available. Prolonged contact may cause redness and irritation.
Ingestion	Specific test data for the substance or mixture is not available. Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms May cause redness and tearing of the eyes.

Numerical measures of toxicity

Acute Toxicity:

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral) 3,637.00 mg/kg

Component Information

Chemical name	Oral LD ₅₀ :	Dermal LD ₅₀ :	LC ₅₀ (Lethal Concentration):
Aliphatic Hydrocarbon	> 5000 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	> 5.28 mg/L (Rat)
Alcohol Alkoxylates	1380 mg/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation	No information available.
Serious eye damage/eye irritation	Classification based on data available for ingredients. Irritating to eyes.
Respiratory or skin sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.
Reproductive toxicity	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Aspiration hazard	No information available.
Other Adverse Effects:	No information available.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Product Information

Method	Static Test, (tested using environmentally representative water)
Species	Pimephales promelas
Endpoint type	LC50
Exposure time	96 h
Effective dose	43.1 mg/L
Method	Static Test, (tested used environmentally representative water)
Species	Ceriodaphnia dubia
Endpoint type	EC50
Exposure time	48 h
Effective dose	2.72 mg/L

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
Alcohol Alkoxylates	ErC50 (green algae): >0.1-10 mg/L time: 96h Type: static test	LC50 (Fish): > 1 - 10 mg/l Exposure time: 96 h Test Type: static test	-	EC50 (Daphnia (water flea)): > 1 - 10 mg/l Exposure time: 48 h Test Type: static test toxicity: EC50 (Daphnia (water flea)): 0.17 mg/l Exposure time: 21 d

Persistence and Degradability: No information available.

Component Information

Alcohol Alkoxylates

Method	Exposure time	Flash Point	Results
			Readily biodegradable

Bioaccumulation: There is no data for this product.

Mobility: No information available.

Other Adverse Effects: No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products

Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.

Contaminated packaging

Do not reuse empty containers.

14. Transport information

DOT

Description

Not DOT Regulated

15. Regulatory information

International Inventories

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
---------------	------	------	-----	------	--------	--------	------	-------	------	-------

Aliphatic Hydrocarbon	Present ACTIVE	-	-	-	-	-	-	-	-	-
Alcohol Alkoxylates	Present ACTIVE	-	-	-	-	-	-	-	-	-

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

AICS - Australian Inventory of Chemical Substances

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

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

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.

Clean Water Act (CWA)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

OSHA - Process Safety Management - Highly Hazardous Chemicals

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information

Prepared By: HSE Department
 Issue Date: 16-Aug-2012
 Revision Date: 15-Aug-2022
 Revision Note: SDS sections updated. 8.

Disclaimer:

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 given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



SAFETY DATA SHEET

Issue Date: 04-Nov-2021

Revision Date: 04-Nov-2021

Version 1

1. Identification

Product identifier

Product Name: MicroC 2000 70%

Other means of identification

Product Code: 43978

Recommended use of the chemical and restrictions on use

Recommended Use: Industrial, Manufacturing or Laboratory use.

Restrictions on Use: None known

Details of the supplier of the safety data sheet

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

Emergency telephone number

Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

2. Hazard(s) identification

Classification

This chemical is not considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

Signal word: None

Hazard statements:

Not a hazardous substance or mixture according to the Globally Harmonized System (GHS)

As part of good industrial and personal hygiene and safety procedure, avoid all unnecessary exposure to the chemical substance and ensure prompt removal from skin, eyes and clothing.

Unknown Acute toxicity: Not applicable

Other information

Not applicable

3. Composition/information on ingredients

Chemical name	CAS No	Weight-%
Glycerin	56-81-5	70-74

Water	7732-18-5	22-26
Sodium chloride	7647-14-5	4-6
Methanol	67-56-1	<1

Any concentration shown as a range is due to batch variation or the exact percentage has been withheld as a trade secret.

4. First-aid measures

Description of first aid measures

Inhalation	Remove to fresh air. If symptoms persist, call a physician. When vaporized, glycerin mist may cause irritation of the respiratory tract.
Eye contact	Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.
Skin contact	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. If skin irritation persists, call a physician.
Ingestion	Clean mouth with water and drink afterwards plenty of water. If symptoms persist, call a physician.

Most important symptoms and effects, both acute and delayed

Symptoms No information available.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treat symptomatically.

5. Fire-fighting measures

Suitable Extinguishing Media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Large Fire	CAUTION: Use of water spray when fighting fire may be inefficient.
Unsuitable extinguishing media	Do not scatter spilled material with high pressure water streams.
Specific hazards arising from the chemical	No information available.
Hazardous combustion products	Carbon oxides.
Explosion Data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions Ensure adequate ventilation.

Methods and material for containment and cleaning up

Methods for containment	Prevent further leakage or spillage if safe to do so. Keep out of drains, sewers, ditches and waterways.
Methods for cleaning up	Dike far ahead of liquid spill for later disposal. Take up with sand, earth or other non-combustible absorbent material. Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly. After cleaning, flush away traces with water.

7. Handling and storage

Precautions for safe handling

Advice on safe handling

Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions

Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible Materials

Oxidizing agent.

8. Exposure controls/personal protection

Control parameters

Exposure Limits

The following ingredients are the only ingredients of the product above the cut-off level (or level that contributes to the hazard classification of the mixture) which have an exposure limit applicable in the region for which this safety data sheet is intended or other recommended limit. At this time, the other relevant constituents have no known exposure limits from the sources listed here.

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Glycerin 56-81-5	-	TWA: 15 mg/m ³ mist, total particulate TWA: 5 mg/m ³ mist, respirable fraction (vacated) TWA: 10 mg/m ³ mist, total particulate (vacated) TWA: 5 mg/m ³ mist, respirable fraction	-
Methanol 67-56-1	STEL: 250 ppm TWA: 200 ppm S*	TWA: 200 ppm TWA: 260 mg/m ³ (vacated) TWA: 200 ppm (vacated) TWA: 260 mg/m ³ (vacated) STEL: 250 ppm (vacated) STEL: 325 mg/m ³ (vacated) S*	IDLH: 6000 ppm TWA: 200 ppm TWA: 260 mg/m ³ STEL: 250 ppm STEL: 325 mg/m ³

Appropriate engineering controls

Engineering controls

Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection

Tight sealing safety goggles.

Skin and body protection

Wear suitable protective clothing.

Respiratory protection

No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required.

General hygiene considerations

Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical State:

Liquid

Appearance:

No information available

Color:

Light brown

Odor:

Musty - Sweet Odor

Odor Threshold:

No information available

pH:	
pH Range:	4.00-11.00
Salt Out Point:	No information available
Melting Point/Freezing Point:	No information available
Boiling Point/Boiling Range:	No information available
Flash Point:	ASTM D93 - none to boil
Evaporation Rate (BuAc=1):	No information available
Flammability (solid, gas):	No information available
Flammability Limits in Air:	No information available
Vapor Pressure (mm Hg):	No information available
Vapor density (Air =1):	No information available
Specific Gravity (H ₂ O=1):	1.225 @ 20C
Water Solubility:	Highly soluble in water
Solubility(ies):	No information available
Partition Coefficient (n-octanol/water):	No information available
Autoignition Temperature:	No information available
Decomposition Temperature:	No information available
Kinematic Viscosity:	No information available
Dynamic Viscosity:	45 cPs @ 20C

Other information

Explosive properties	No information available
Oxidizing properties	No information available
Molecular Weight:	N/A
Bulk density	10.22 lbs/gal

10. Stability and reactivity

Reactivity	No information available.
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	None under normal processing.
Conditions to avoid	Heat, flames and sparks.
Incompatible Materials	Oxidizing agent.
Hazardous decomposition products	Carbon oxides.

11. Toxicological information**Information on likely routes of exposure****Product Information**

Inhalation	Specific test data for the substance or mixture is not available.
Eye contact	Specific test data for the substance or mixture is not available.
Skin contact	Specific test data for the substance or mixture is not available.
Ingestion	Specific test data for the substance or mixture is not available.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	No information available.
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Numerical measures of toxicity**Acute Toxicity:**

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral)	5,595.00 mg/kg
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ATEmix (dermal) 8,829.80 mg/kg
 ATEmix (inhalation-dust/mist) 10.02 mg/l

Component Information

Chemical name	Oral LD ₅₀ :	Dermal LD ₅₀ :	LC ₅₀ (Lethal Concentration):
Glycerin 56-81-5	= 12600 mg/kg (Rat)	> 10 g/kg (Rabbit)	> 2.75 mg/L (Rat) 4 h
Water 7732-18-5	> 90 mL/kg (Rat)	-	-
Sodium chloride 7647-14-5	= 3 g/kg (Rat)	> 10000 mg/kg (Rabbit)	> 42 mg/L (Rat) 1 h
Methanol 67-56-1	= 6200 mg/kg (Rat)	= 15840 mg/kg (Rabbit)	= 22500 ppm (Rat) 8 h

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation No information available.

Serious eye damage/eye irritation No information available.

Respiratory or skin sensitization No information available.

Germ cell mutagenicity No information available.

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

Reproductive toxicity No information available.

STOT - single exposure No information available.

STOT - repeated exposure No information available.

Aspiration hazard No information available.

Other Adverse Effects: No information available.

12. Ecological information

Ecotoxicity The environmental impact of this product has not been fully investigated.

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
Glycerin 56-81-5	-	51 - 57 mL/L (LC50 96 h static - Oncorhynchus mykiss)	-	-
Sodium chloride 7647-14-5	-	5560 - 6080 mg/L (LC50 96 h flow-through - Lepomis macrochirus) 12946 mg/L (LC50 96 h static - Lepomis macrochirus) 6020 - 7070 mg/L (LC50 96 h static - Pimephales promelas) 7050 mg/L (LC50 96 h semi-static - Pimephales promelas) 6420 - 6700 mg/L (LC50 96 h static -	-	1000 mg/L (EC50 48 h - Daphnia magna) 340.7 - 469.2 mg/L (EC50 48 h Static - Daphnia magna)

		Pimephales promelas) 4747 - 7824 mg/L (LC50 96 h flow-through - Oncorhynchus mykiss)		
Methanol 67-56-1	-	28200 mg/L (LC50 96 h flow-through - Pimephales promelas) 100 mg/L (LC50 96 h static - Pimephales promelas) 19500 - 20700 mg/L (LC50 96 h flow-through - Oncorhynchus mykiss) 18 - 20 mL/L (LC50 96 h static - Oncorhynchus mykiss) 13500 - 17600 mg/L (LC50 96 h flow-through - Lepomis macrochirus)	EC50 = 39000 mg/L 25 min EC50 = 40000 mg/L 15 min EC50 = 43000 mg/L 5 min	-

Persistence and Degradability: No information available.

Bioaccumulation: There is no data for this product.

Component Information

Chemical name	Partition Coefficient:
Glycerin 56-81-5	-1.76
Methanol 67-56-1	-0.77

Mobility: No information available.

Other Adverse Effects: No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products

Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.

Contaminated packaging

Do not reuse empty containers.

US EPA Waste Number (product as supplied) U154

Chemical name	RCRA	RCRA - Basis for Listing	RCRA - D Series Wastes	RCRA - U Series Wastes
Methanol 67-56-1	-	Included in waste stream: F039	-	U154

14. Transport information

DOT

Description

Not DOT Regulated

15. Regulatory information

International Inventories

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Glycerin 56-81-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Methanol 67-56-1	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Sodium chloride 7647-14-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Water 7732-18-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

AICS - Australian Inventory of Chemical Substances

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

US Federal Regulations

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 %
Methanol 67-56-1	1.0

SARA 311/312 Hazard Categories

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302).

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	SARA Extremely Hazardous Substances TPQ
Methanol 67-56-1	5000 lb	-	

Clean Water Act (CWA)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

OSHA - Process Safety Management - Highly Hazardous Chemicals

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information

Prepared By: HSE Department
Issue Date: 04-Nov-2021
Revision Date: 04-Nov-2021
Revision Note: Format change. Reviewed and Re-issued.

Disclaimer:

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 given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



SAFETY DATA SHEET

Issue Date: 08-May-2012

Revision Date: 30-Apr-2021

Version 1

1. Identification

Product identifier

Product Name: Sodium Hydroxide 50% Membrane

Other means of identification

Product Code: 41858

Synonyms: Caustic soda, lye, soda lye, sodium hydrate.

UN/ID No: UN1824

Recommended use of the chemical and restrictions on use

Recommended Use: Industrial, Manufacturing or Laboratory use.

Restrictions on Use: None known

Details of the supplier of the safety data sheet

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

Emergency telephone number

Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

2. Hazard(s) identification

Classification

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Acute toxicity - Oral	Category 4
Skin corrosion/irritation	Category 1 Sub-category A
Serious eye damage/eye irritation	Category 1
Corrosive to metals	Category 1

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

Signal word: Danger

Hazard statements:

Harmful if swallowed

Causes severe skin burns and eye damage

May be corrosive to metals



Precautionary Statements - Prevention:

Wash face, hands and any exposed skin thoroughly after handling
Do not eat, drink or smoke when using this product
Do not breathe dusts or mists
Wear protective gloves/protective clothing/eye protection/face protection
Keep only in original container

Precautionary Statements - Response:

Immediately call a POISON CENTER or doctor
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
Immediately call a POISON CENTER or doctor
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower
Wash contaminated clothing before reuse
IF INHALED: Remove person to fresh air and keep comfortable for breathing
Immediately call a POISON CENTER or doctor
IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell
Rinse mouth
Do NOT induce vomiting
Absorb spillage to prevent material damage

Precautionary Statements - Storage:

Store locked up
Store in corrosion resistant container with a resistant inner liner

Precautionary Statements - Disposal:

Dispose of contents/container to an approved waste disposal plant

Unknown Acute toxicity: Not applicable

Other Information

Not applicable

3. Composition/information on ingredients

Chemical name	CAS No.	Weight-%
Sodium Hydroxide	1310-73-2	49.5-51.5
Water	7732-18-5	Balance

Any concentration shown as a range is due to batch variation or the exact percentage has been withheld as a trade secret.

4. First-aid measures**Description of first aid measures****General advice**

Show this safety data sheet to the doctor in attendance. Immediate medical attention is required.

Inhalation

Remove to fresh air. If breathing has stopped, give artificial respiration. Get medical attention immediately. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, (trained personnel should) give oxygen. Delayed pulmonary edema may occur. Get immediate medical advice/attention.

Eye contact

Rinse immediately with plenty of water, also under the eyelids, for at least 60 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Keep eye wide open while rinsing. Do not rub affected area. Get immediate medical advice/attention.

Skin contact

Get immediate medical advice/attention. Wash off immediately with plenty of water for at least 15 minutes. Do not use soap or attempt to neutralize the caustic soda with chemicals. May not cause immediate pain when in contact with skin but it does cause immediate

	damage. Discard contaminated leather goods.
Ingestion	Clean mouth with water and drink afterwards plenty of water. Never give anything by mouth to an unconscious person. Do NOT induce vomiting. Get immediate medical advice/attention.
Self-protection of the first aider	Avoid contact with skin, eyes or clothing. Wear personal protective clothing (see section 8). Ensure that medical personnel are aware of the material(s) involved, take precautions to protect themselves and prevent spread of contamination. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation.
<u>Most important symptoms and effects, both acute and delayed</u>	
Symptoms	Redness. Burning. May cause blindness. Coughing and/ or wheezing.
<u>Indication of any immediate medical attention and special treatment needed</u>	
Note to physicians	Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated. Do not give chemical antidotes. Asphyxia from glottal edema may occur. Marked decrease in blood pressure may occur with moist rales, frothy sputum, and high pulse pressure.

5. Fire-fighting measures

Suitable Extinguishing Media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Adding water to caustic solution generates large amounts of heat.
Large Fire	CAUTION: Use of water spray when fighting fire may be inefficient.
Unsuitable extinguishing media	Do not scatter spilled material with high pressure water streams.
Specific hazards arising from the chemical	The product causes burns of eyes, skin and mucous membranes. Thermal decomposition can lead to release of irritating gases and vapors. Mixing with water, acid, or incompatibles may cause splattering and release of heat. Heat released may be sufficient to ignite combustible materials. Reacts with ammonium salts to make flammable ammonia. Contact with metals may evolve flammable hydrogen gas. Do not allow run-off from fire-fighting to enter drains or water courses. Runoff may pollute waterways.
Hazardous combustion products	Sodium oxides.
Explosion Data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures

<u>Personal precautions, protective equipment and emergency procedures</u>	
Personal precautions	Avoid contact with skin, eyes or clothing. Ensure adequate ventilation. Use personal protective equipment as required. Corrosive material. Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak.
Other information	Refer to protective measures listed in Sections 7 and 8.
<u>Methods and material for containment and cleaning up</u>	
Methods for containment	Prevent further leakage or spillage if safe to do so. Keep out of drains, sewers, ditches and waterways.
Methods for cleaning up	Dike far ahead of liquid spill for later disposal. Neutralize with weak acid (if necessary). Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Pick up and transfer to properly labeled containers. Clean contaminated surface

thoroughly. After cleaning, flush away traces with water.

7. Handling and storage

Precautions for safe handling

Advice on safe handling

Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. In case of insufficient ventilation, wear suitable respiratory equipment. Handle product only in closed system or provide appropriate exhaust ventilation. Do not eat, drink or smoke when using this product. Take off contaminated clothing and wash before reuse. When diluting, always add the product to water. Never add water to the product. Mixing concentrated solutions with water, acid, or incompatibles may cause splattering and release of heat. Heat released may be sufficient to ignite combustible materials. Lethal concentrations of carbon monoxide gas may form upon contact with reducing sugars, food, and beverage products in enclosed spaces. Reacts with ammonium salts to make flammable ammonia. Contact with most metals may produce flammable hydrogen gas.

Conditions for safe storage, including any incompatibilities

Storage Conditions

Keep containers tightly closed in a dry, cool and well-ventilated place. Protect from moisture. Store locked up. Keep at temperatures between 65 and 95 °F.

Incompatible Materials

Oxidizing agent. Acids. Bases. Water. Organic material. Reducing sugars. Metals. (Aluminum, magnesium, zinc, copper, lead, tin and their alloys).

Packaging materials

Steel, nickel, nickel alloys, polyethylene, PVC and CPVC.

8. Exposure controls/personal protection

Control parameters

Exposure Limits

The following ingredients are the only ingredients of the product above the cut-off level (or level that contributes to the hazard classification of the mixture) which have an exposure limit applicable in the region for which this safety data sheet is intended or other recommended limit. At this time, the other relevant constituents have no known exposure limits from the sources listed here.

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Sodium Hydroxide 1310-73-2	Ceiling: 2 mg/m ³	TWA: 2 mg/m ³ (vacated) Ceiling: 2 mg/m ³	IDLH: 10 mg/m ³ Ceiling: 2 mg/m ³

Exposure Guidelines

Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

Appropriate engineering controls

Engineering controls

Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection

Face protection shield. Tight sealing safety goggles.

Hand protection

Wear suitable gloves. Impervious gloves.

Skin and body protection

Wear suitable protective clothing. Long sleeved clothing. Chemical resistant apron.

Respiratory protection

No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required.

Environmental exposure controls

Do not allow into any sewer, on the ground or into any body of water.

General hygiene considerations

Wear suitable gloves and eye/face protection. Do not eat, drink or smoke when using this product. Regular cleaning of equipment, work area and clothing is recommended. Avoid

contact with skin, eyes or clothing. Remove and wash contaminated clothing and gloves, including the inside, before re-use. Contaminated work clothing should not be allowed out of the workplace. Wash hands before breaks and immediately after handling the product.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical State:	Liquid
Appearance:	Clear
Color:	Colorless
Odor:	Odorless
Odor Threshold:	No information available
pH:	No information available
Salt Out Point:	No information available
Melting Point/Freezing Point:	13 °C / 56 °F
Boiling Point/Boiling Range:	No information available
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
Vapor Pressure (mm Hg):	No information available
Vapor density (Air =1):	No information available
Specific Gravity (H ₂ O=1):	1.535
Water Solubility:	Completely soluble
Solubility(ies):	No information available
Partition Coefficient (n-octanol/water):	No information available
Autoignition Temperature:	No information available
Decomposition Temperature:	No information available
Kinematic Viscosity:	No information available
Dynamic Viscosity:	No information available
Other information	
Explosive properties	No information available
Oxidizing properties	No information available
Molecular Weight:	40.00

10. Stability and reactivity

Reactivity	Concentrated solutions react violently with water, generating considerable heat. Contact with metals may evolve flammable hydrogen gas.
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization will not occur. Mixing with water, acid, or incompatibles may cause splattering and release of heat. Heat released may be sufficient to ignite combustible materials. Contact with most metals will generate flammable hydrogen gas. Reacts with ammonium salts to make ammonia, which is a fire hazard.
Conditions to avoid	Exposure to air or moisture over prolonged periods. Extremes of temperature and direct sunlight.
Incompatible Materials	Oxidizing agent. Acids. Bases. Water. Organic material. Reducing sugars. Metals. (Aluminum, magnesium, zinc, copper, lead, tin and their alloys).
Hazardous decomposition products	Sodium oxides.

11. Toxicological information

Information on likely routes of exposure

Product Information**Inhalation**

Specific test data for the substance or mixture is not available. Corrosive by inhalation. (based on components). Inhalation of corrosive fumes/gases may cause coughing, choking, headache, dizziness, and weakness for several hours. Pulmonary edema may occur with tightness in the chest, shortness of breath, bluish skin, decreased blood pressure, and increased heart rate. Inhaled corrosive substances can lead to a toxic edema of the lungs. Pulmonary edema can be fatal.

Eye contact

Specific test data for the substance or mixture is not available. Causes burns. (based on components). Corrosive to the eyes and may cause severe damage including blindness. Causes serious eye damage. May cause irreversible damage to eyes.

Skin contact

Specific test data for the substance or mixture is not available. Causes severe burns.

Ingestion

Specific test data for the substance or mixture is not available. Causes burns. (based on components). Ingestion causes burns of the upper digestive and respiratory tracts. May cause severe burning pain in the mouth and stomach with vomiting and diarrhea of dark blood. Blood pressure may decrease. Brownish or yellowish stains may be seen around the mouth. Swelling of the throat may cause shortness of breath and choking. May cause lung damage if swallowed. May be fatal if swallowed and enters airways.

Symptoms related to the physical, chemical and toxicological characteristics**Symptoms**

Redness. Burning. May cause blindness. Coughing and/ or wheezing.

Numerical measures of toxicity**Acute Toxicity:**

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral) 631.10 mg/kg
ATEmix (dermal) 2,621.40 mg/kg

Component Information

Chemical name	Oral LD ₅₀ :	Dermal LD ₅₀ :	LC ₅₀ (Lethal Concentration) :
Sodium Hydroxide 1310-73-2	= 325 mg/kg (Rat)	= 1350 mg/kg (Rabbit)	-
Water 7732-18-5	> 90 mL/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure**Skin corrosion/irritation**

Causes severe burns.

Serious eye damage/eye irritation

Classification based on data available for ingredients. Causes burns. Risk of serious damage to eyes.

Respiratory or skin sensitization

No information available.

Germ cell mutagenicity

No information available.

Carcinogenicity

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

Reproductive toxicity

No information available.

STOT - single exposure

No information available.

STOT - repeated exposure

No information available.

Aspiration hazard

No information available.

Other Adverse Effects: No information available.

12. Ecological information

Ecotoxicity The environmental impact of this product has not been fully investigated.

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
Sodium Hydroxide 1310-73-2	-	45.4 mg/L (LC50 96 h static - Oncorhynchus mykiss)	-	-

Persistence and Degradability: No information available.

Bioaccumulation: There is no data for this product.

Mobility: No information available.

Other Adverse Effects: No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products

Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.

Contaminated packaging

Do not reuse empty containers.

14. Transport information

DOT

UN/ID No	UN1824
Proper shipping name	SODIUM HYDROXIDE SOLUTION
Hazard Class	8
Packing Group	II
Description	UN1824, SODIUM HYDROXIDE SOLUTION, 8, PG II



15. Regulatory information

International Inventories

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Sodium Hydroxide 1310-73-2	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Water 7732-18-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
AICS - Australian Inventory of Chemical Substances
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

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302).

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	SARA Extremely Hazardous Substances TPQ
Sodium Hydroxide 1310-73-2	1000 lb	-	

Clean Water Act (CWA)

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Sodium Hydroxide 1310-73-2	1000 lb	-	-	X

OSHA - Process Safety Management - Highly Hazardous Chemicals

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information

NSF/ANSI 60 Certification



Certified to
NSF/ANSI 60

Maximum Use (mg/L unless otherwise indicated): 100

Prepared By: HSE Department
Issue Date: 08-May-2012
Revision Date: 30-Apr-2021
Revision Note: Format change. Reviewed and Re-issued.

Disclaimer:

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 given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



SAFETY DATA SHEET

Issue Date: 19-Mar-2014

Revision Date: 10-May-2021

Version 1

1. Identification

Product identifier

Product Name: Citric Acid 50% FCC

Other means of identification

Product Code: 43976

Synonyms: 2-hydroxypropane-1,2,3-tricarboxylic acid, 3-hydroxy-3-carboxy-1,5-pentanedioic acid, 2-Hydroxy-1,2,3-propanetricarboxylic acid, beta-Hydroxytricarballic acid

Recommended use of the chemical and restrictions on use

Recommended Use: Industrial, Manufacturing or Laboratory use.

Restrictions on Use: None known

Details of the supplier of the safety data sheet

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

Emergency telephone number

Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

2. Hazard(s) identification

Classification

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

Signal word: Danger

Hazard statements:

Causes severe skin burns and eye damage



Precautionary Statements - Prevention:

Do not breathe dusts or mists

Wash face, hands and any exposed skin thoroughly after handling

Wear protective gloves/protective clothing/eye protection/face protection

Precautionary Statements - Response:

Immediately call a POISON CENTER or doctor

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing

Immediately call a POISON CENTER or doctor

IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower

Wash contaminated clothing before reuse

IF INHALED: Remove person to fresh air and keep comfortable for breathing

Immediately call a POISON CENTER or doctor

IF SWALLOWED: Rinse mouth. DO NOT induce vomiting

Precautionary Statements - Storage:

Store locked up

Precautionary Statements - Disposal:

Dispose of contents/container to an approved waste disposal plant

Unknown Acute toxicity: Not applicable**Other Information**

Not applicable

3. Composition/information on ingredients

Chemical name	CAS No.	Weight-%
Citric acid	77-92-9	49-51
Water	7732-18-5	Balance

Any concentration shown as a range is due to batch variation.

4. First-aid measures**Description of first aid measures****General advice**

Immediate medical attention is required. Show this safety data sheet to the doctor in attendance.

Inhalation

Remove to fresh air. If breathing has stopped, give artificial respiration. Get medical attention immediately. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, (trained personnel should) give oxygen. Delayed pulmonary edema may occur. Get immediate medical advice/attention. Based on the low pH, citric acid would be expected to cause irritation to the respiratory tract, resulting in a higher cough response as the inhalation exposure concentration was increased.

Eye contact

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Keep eye wide open while rinsing. Do not rub affected area. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

Skin contact

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Get immediate medical advice/attention.

Ingestion

Do NOT induce vomiting. Clean mouth with water and drink afterwards plenty of water. Never give anything by mouth to an unconscious person. Get immediate medical advice/attention.

Self-protection of the first aider

Ensure that medical personnel are aware of the material(s) involved, take precautions to protect themselves and prevent spread of contamination. Avoid contact with skin, eyes or clothing. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation. Wear personal protective clothing (see section 8).

Most important symptoms and effects, both acute and delayed

Symptoms Redness. Burning. May cause blindness. Coughing and/ or wheezing. Prolonged or repeated exposure may cause affection/discoloration of the teeth, irritation of the eye tissue, inflammation/damage of the eye tissue and tingling/irritation of the skin.

Indication of any immediate medical attention and special treatment needed

Note to physicians Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated. Do not give chemical antidotes. Asphyxia from glottal edema may occur. Marked decrease in blood pressure may occur with moist rales, frothy sputum, and high pulse pressure.

5. Fire-fighting measures

Suitable Extinguishing Media Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Large Fire CAUTION: Use of water spray when fighting fire may be inefficient.

Unsuitable extinguishing media Do not scatter spilled material with high pressure water streams.

Specific hazards arising from the chemical The product causes burns of eyes, skin and mucous membranes. Thermal decomposition can lead to release of irritating gases and vapors.

Hazardous combustion products Carbon oxides.

Explosion Data

Sensitivity to mechanical impact None.

Sensitivity to static discharge None.

Special protective equipment for fire-fighters Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

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

Other information Refer to protective measures listed in Sections 7 and 8.

Methods and material for containment and cleaning up

Methods for containment Prevent further leakage or spillage if safe to do so. Keep out of drains, sewers, ditches and waterways.

Methods for cleaning up Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly. After cleaning, flush away traces with water.

7. Handling and storage

Precautions for safe handling

Advice on safe handling Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. In case of insufficient ventilation, wear suitable respiratory equipment. Handle product only in closed system or provide appropriate exhaust ventilation. Do not eat, drink or smoke when using this product. Take off contaminated clothing and wash before reuse.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place. Protect from moisture. Store locked up. Keep out of the reach of children. Store away from other

materials.

Incompatible Materials

Strong bases. Strong oxidizing agents. Metals. Amines. Metal nitrates.

8. Exposure controls/personal protection

Control parameters**Exposure Limits**

This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Appropriate engineering controls**Engineering controls**

Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Face protection shield. Tight sealing safety goggles.

Hand protection

Wear suitable gloves. Impervious gloves.

Skin and body protection

Wear suitable protective clothing. Long sleeved clothing. Chemical resistant apron.

Respiratory protection

No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required.

Environmental exposure controls

Do not allow into any sewer, on the ground or into any body of water.

General hygiene considerations

Avoid contact with skin, eyes or clothing. Wear suitable gloves and eye/face protection. Do not eat, drink or smoke when using this product. Remove and wash contaminated clothing and gloves, including the inside, before re-use. Contaminated work clothing should not be allowed out of the workplace. Regular cleaning of equipment, work area and clothing is recommended. Wash hands before breaks and immediately after handling the product.

9. Physical and chemical properties

Information on basic physical and chemical properties**Physical State:**

Liquid

Appearance:

Clear

Color:

Colorless to light yellow

Odor:

Odorless

Odor Threshold:

No information available

pH:**pH Range:**

<2

Salt Out Point:

No information available

Melting Point/Freezing Point:

-13 °C / 9 °F

Boiling Point/Boiling Range:

No information available

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

Vapor Pressure (mm Hg):

No information available

Vapor density (Air =1):

No information available

Specific Gravity (H₂O=1):

1.245

Water Solubility:

No information available

Solubility(ies):

No information available

Partition Coefficient

No information available

(n-octanol/water):**Autoignition Temperature:**

No information available

Decomposition Temperature:

No information available

Kinematic Viscosity:

No information available

Dynamic Viscosity: No information available

Other information

Explosive properties No information available

Oxidizing properties No information available

Molecular Weight: 192.13

10. Stability and reactivity

Reactivity Reactions with metal nitrates may be potentially explosive. Aqueous form is corrosive to copper, zinc, aluminum and their alloys.

Chemical stability Unstable on exposure to moisture.

Possibility of hazardous reactions May react explosively with metal nitrates. May corrode aluminum, zinc, copper, and their alloys.

Conditions to avoid Exposure to air or moisture over prolonged periods. Excessive heat. Temperatures above 170°C.

Incompatible Materials Strong bases. Strong oxidizing agents. Metals. Amines. Metal nitrates.

Hazardous decomposition products Carbon oxides.

11. Toxicological information

Information on likely routes of exposure

Product Information

Inhalation

Specific test data for the substance or mixture is not available. Corrosive by inhalation. (based on components). Inhalation of corrosive fumes/gases may cause coughing, choking, headache, dizziness, and weakness for several hours. Pulmonary edema may occur with tightness in the chest, shortness of breath, bluish skin, decreased blood pressure, and increased heart rate. Inhaled corrosive substances can lead to a toxic edema of the lungs. Pulmonary edema can be fatal.

Eye contact

Specific test data for the substance or mixture is not available. Causes burns. (based on components). Corrosive to the eyes and may cause severe damage including blindness. Causes serious eye damage. May cause irreversible damage to eyes.

Skin contact

Specific test data for the substance or mixture is not available. Causes severe burns.

Ingestion

Specific test data for the substance or mixture is not available. Causes burns. (based on components). Ingestion causes burns of the upper digestive and respiratory tracts. May cause severe burning pain in the mouth and stomach with vomiting and diarrhea of dark blood. Blood pressure may decrease. Brownish or yellowish stains may be seen around the mouth. Swelling of the throat may cause shortness of breath and choking. May cause lung damage if swallowed. May be fatal if swallowed and enters airways.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms

Redness. Burning. May cause blindness. Coughing and/ or wheezing. Prolonged or repeated exposure may cause affection/discoloration of the teeth, irritation of the eye tissue, inflammation/damage of the eye tissue and tingling/irritation of the skin.

Numerical measures of toxicity

Acute Toxicity:

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral) 5,882.35 mg/kg

ATEmix (dermal) 3,925.50 mg/kg

Component Information

Chemical name	Oral LD ₅₀ :	Dermal LD ₅₀ :	LC ₅₀ (Lethal Concentration):
Citric acid 77-92-9	= 3 g/kg (Rat)	> 2000 mg/kg (Rat)	-
Water 7732-18-5	> 90 mL/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure**Skin corrosion/irritation**

Causes severe burns.

Serious eye damage/eye irritation

Classification based on data available for ingredients. Causes burns. Risk of serious damage to eyes.

Respiratory or skin sensitization

No information available.

Germ cell mutagenicity

No information available.

Carcinogenicity

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

Reproductive toxicity

No information available.

STOT - single exposure

No information available.

STOT - repeated exposure

No information available.

Aspiration hazard

No information available.

Other Adverse Effects:

No information available.

12. Ecological information**Ecotoxicity**

The environmental impact of this product has not been fully investigated.

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
Citric acid 77-92-9	-	1516 mg/L (LC50 96 h - <i>Lepomis macrochirus</i>)	-	-

Ceriodaphnia dubia Acute Toxicity Evaluation:

Citric Acid 50%: 48-hour NOEC: 250 ppm; 48-hour LOEC: 500 ppm; 48-hour LC50: 329.88 ppm (299.82-362.95 ppm)

Persistence and Degradability:

No information available.

Bioaccumulation:

There is no data for this product.

Component Information

Chemical name	Partition Coefficient:
Citric acid 77-92-9	-1.72

Mobility:

No information available.

Other Adverse Effects:

No information available.

13. Disposal considerations**Waste treatment methods****Waste from residues/unused**

Dispose of in accordance with local, state, and national regulations. Dispose of waste in

products accordance with environmental legislation.

Contaminated packaging Do not reuse empty containers.

US EPA Waste Number (product as supplied) D002.

14. Transport information

DOT

Description Not DOT Regulated

15. Regulatory information

International Inventories

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Citric acid 77-92-9	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Water 7732-18-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

AICS - Australian Inventory of Chemical Substances

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

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

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.

Clean Water Act (CWA)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

OSHA - Process Safety Management - Highly Hazardous Chemicals

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information

NSF/ANSI 60 Certification



Certified to
NSF/ANSI 60

**Maximum Use (mg/L unless
otherwise indicated):** N/A

Prepared By: HSE Department
Issue Date: 19-Mar-2014
Revision Date: 10-May-2021
Revision Note: Format change. Reviewed and Re-issued.

Disclaimer:

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 given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

CONTRACT NO. 2024-05

**LETTER AGREEMENT FOR
BULK WATER TREATMENT CHEMICALS
BETWEEN HAWKINS, INC. AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT is made entered into by and between Hawkins, Inc., a foreign limited liability company authorized to do business in the State of Florida, ("Contractor"), 2263 Clark Street, Apopka, Florida 32703, and the City of Bunnell ("City"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110.

WHEREAS, Contractor executed Purchase of Chemicals Contract No 26486.001 ("Contract") with the City of West Palm Beach ("WPB"), Florida effective on March 16, 2022; and

WHEREAS, WPB is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City was and continues to be in need of bulk chemicals similar to the services Contractor was and continues to provide WPB, which would allow compliance with the standards and regulations of any Federal and/or State and/or regulatory agencies; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, a complete copy of Hawkins, Inc.'s original Bid/RFP, a copy of WPB's award letter, memo, agenda item to the Contractor and a copy of the Contractor's proposal has been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

WHEREAS, the Bunnell City Commission finds the Contract was competitively bid by WPB with procedural guarantees of fairness and competitiveness equivalent to those of Bunnell; 2) the Contractor authorized Bunnell to "piggyback" on the competitive pricing of Sodium Hypochlorite at \$2.75/gal as provided to WPB in the Contract; and 3) it was in the best interest of the residents of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained in the Contract; and

WHEREAS, Bunnell City Commission further finds the criteria in Section 2-118(b) of the Bunnell Code of Ordinances is satisfied and the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in the Contract, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Standard Terms. The terms and conditions of the Contract, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of the Contract and this Agreement, the terms and conditions contained in this Agreement shall prevail.

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold Bunnell harmless against any and all claims, damage awards, and causes of action arising from Contractor’s failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys’ fees and costs arising therefrom. Contractor authorizes Bunnell to seek declaratory, injunctive, or other appropriate relief against Contractor in Flagler County Circuit Court on an expedited basis to enforce the requirements of this term.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification provided by Bunnell specified in the Agreement shall not be construed as a waiver of Bunnell’s sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Bunnell in the Agreement in derogation hereof shall be void and of no force or effect.

5. Insurance. City of Bunnell shall be substituted for the City of West Palm Beach in all insurance matters contained in Section 2.h. of the Contract and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate Bunnell as a certificate holder as follows:

City of Bunnell
Attention: City Manager
604 E Moody Blvd. Unit 6
Bunnell, FL 32110

6. Notice. Notice, as addressed in Section 34 of the Contract, when required to be provided to Bunnell shall be provided to the City Manager.

7. Payment. Bunnell shall pay the Contractor in accordance with Bunnell's finance policy and Florida law at the rates contained in the Contract.

8. Mediation. Each party shall pay for any costs it incurs related to mediation, with the exception of the fee for the mediator's services, which shall be paid equally by both parties. Neither party shall be responsible for payment of a mediator's travel expenses unless otherwise agreed to in writing.

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Contact Person. The primary contact person under this Agreement for Bunnell shall be Dustin Vost, Infrastructure Director, PO Box 756, Bunnell, FL 32110 (dvost@bunnellcity.us).

11. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

12. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, 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. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

HAWKINS, INC.

Print Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: February 12, 2024

Approved as to Legal Form

Vose Law Firm, City Attorney

Attest

Kristen Bates, City Clerk

MEMO

To: Keith A. James, Mayor
From: James Brako, Sr. Asst. City Attorney *JB*
Date: March 15, 2022
Matter No: 26486.001
Dept. 971 Public Utilities
Re: **Hawkins; WTP; Sodium Hypochlorite & Ammonium Hydroxide 19%;
Hurricane 03/31/25**

Transmitted herewith are contract documents for the Mayor's signature which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The Mayor is authorized to execute the document in accordance with:

☒ Procurement Code.

If authorized by the Procurement Code, the procurement method is:

<input type="checkbox"/> Small Purchase	<input type="checkbox"/> Quotes	<input type="checkbox"/> Single Source
<input checked="" type="checkbox"/> Competitive Solicitation	<input type="checkbox"/> Cooperative	<input type="checkbox"/> Sole Source
<input type="checkbox"/> Emergency Procurement	<input type="checkbox"/> Piggyback	<input type="checkbox"/> _____

Procurement No. 20-21-121

Contract/ CO/ WO Amount: \$25,000.00

Est. Expiration Date: March 2025

Applicable EEO Program: **N/A**

To: Office of the City Clerk

Please: Attest to the execution by the Mayor and insert the date.

Estimated Record Retention Review: April 2030

Please **retain one original** as a public record and **forward the other original with a copy of this memo** to:

Sandra Feliciano, Public Utilities

To: Sandra Feliciano, Public Utilities

Please forward the fully-signed original contract document to the vendor/contractor.

If a new contract with this contractor/vendor. Request W-9 if not provided.

fdo



CITY OF WEST PALM BEACH

CONTRACT FOR PURCHASE OF CHEMICALS

Contract No. 26486.001

Procurement Method: ITB 20-21-121

Supplier/Contractor Name: **Hawkins Water Treatment Group, Inc.**

Supplier Address: Principal: PO Box 860263
Minneapolis, MN 55486-0263

Local Address: 2263 Clark St.
Apopka, Florida 32703

Email: _____

Telephone: 800-330-1369

Supplier FEIN# 41-0771293

Product Purchased: 1. Sodium Hypochlorite
2. Ammonium Hydroxide 19%

Delivery Location: Supplier will deliver to the locations listed below with no additional freight charge:

1. Kaye Street Re-pump Station, 952 Kaye Street, West Palm Beach, FL 33405
2. Valley Forge Re-pump Station, 880 Valley Forge Road, West Palm Beach, FL 33405
3. Cumberland Re-pump Station, 807 Cumberland Drive, West Palm Beach, FL 33409
4. St. Mary's Re-pump Station, 901 45th Street, West Palm Beach, FL 33407
5. Ibis Re-pump Station, 8740 SR7 (Sandy hill Way East) West Palm Beach, FL 33412

Fee: The City agrees to pay the following Fees:

- | | |
|---------------------------|-----------------|
| 1. Sodium Hypochlorite | \$2.75 a gallon |
| 2. Ammonium Hydroxide 19% | \$7.50 a gallon |

The Total Fee paid by the City to Supplier under this Agreement shall not exceed Forty-Five Thousand Dollars (\$45,000.00).

Remit To Address: 5705 Dewey St.
Hollywood, FL 33023

THIS CONTRACT is made by and between the **CITY OF WEST PALM BEACH**, 401 Clematis Street, West Palm Beach, FL 33401 ("City") and the **SUPPLIER** identified above.

In consideration of the covenants and conditions set forth in this Agreement, the Supplier and City agree as follows:

1. **Product.**

- a. 1. Sodium Hypochlorite
2. Ammonium Hydroxide 19%
- b. All Product and transportation and delivery provided shall be in compliance with all applicable laws, regulations, codes and standards of the City, Palm Beach County, State of Florida, Florida Departments of Commerce and Transportation, American Water Works Association (AWWA), American National Standards Institute (ANSI), the Occupational Safety and Health Act of 1970 (OSHA), In addition, the National Sanitation Foundation (NSF) certification required by the Environmental Protection Agency, Florida Department of Environmental Protection or Palm Beach County Health Unit shall be met.
- c. At the sole discretion of City, the Supplier's delivery personnel may be asked to provide a sample of the Product before the shipment is accepted and unloaded. The City will supply the sample container and the driver shall collect the sample from the tank truck and provide it to City. The sample shall be considered representative of the lot. City reserves the right to sample the Product to ensure that it meets the specifications. Any sample tested by the City that fails to comply with the specifications shall constitute grounds for rejection of that shipment.

2. **Order Placement.**

2.1 Product will be ordered using City purchase orders on an "as-needed" basis for the term of this Contract. The terms of this Contract are incorporated into all purchase orders issued under this Contract. Back-orders shall be made known to the City at time of order placement.

2.2 Each purchase order will contain the following information: the individual placing the order; quantity of product ordered; delivery point; required delivery time.

2.3 Purchase Orders may be faxed, telephoned in, or mailed to the Supplier's office.

2.4 The Supplier will deliver ordered Product to the City on a "first priority" basis after an emergency, disaster, hurricane, flood or Act of God or other situation that threatens the public health.

2.5 The City makes no representations or guarantee regarding the quantities to be purchased under this Contract and reserves the right to vary all quantities of the Product.

2.6 This is a non-exclusive contract, and the City reserves the right to purchase Product from other suppliers during the term of this Contract.

3. **Shipping; Delivery.**

3.1 The Supplier shall deliver the Product to the location specified in the Purchase Order. The Supplier shall deliver the Product not more than 24 hours after receipt of telephoned, faxed or written Purchase Order unless such time is extended, in writing, by the City. Any deviations from the requested delivery shall be communicated to the City at the time of ordering. Time is of the essence with respect to this Contract and delivery. In the event Supplier fails to deliver the Product within the specified time, City may cancel this Contract and purchase elsewhere without liability for damages for breach of contract, lost profits, or any other damages claim.

3.2 Regular truck delivery of Product shall be scheduled to arrive at appropriate designated destination between 8:00 a.m. and 3:00 p.m. EST, Monday through Friday, excluding legal holidays, unless otherwise arranged by the City. If a contract hauler is utilized by the Supplier, the City will not be responsible for any charges if delivery is attempted or made at any other times.

3.3 All transportation equipment shall be thoroughly clean and free from scale and other foreign matter. Defective tank trucks from which Product cannot be withdrawn because of defective valves, pumps, viscosity or other reasons, shall be rejected and shall be returned at Supplier's expense. Any changes required on the existing equipment shall be the responsibility of the Supplier and all costs for these modifications shall be borne by the Supplier.

3.4 When applicable, delivery trucks shall be equipped with pumps or compressors capable of offloading the Product to storage tanks or appropriate facilities.

3.5 When applicable, Supplier shall ensure the capability to hook up to City tank loading attachments for camlock fitting of 6" and 8" sizes and tank capacity of 5,000 gallons.

3.6 Supplier shall include the current Material Safety Data Sheet (MSDS) along with each delivery of the Product.

3.7 All shipment and deliveries shall be accompanied by a packing list or bill of lading containing, at a minimum, a description of the Product and the quantity delivered.

3.8 Supplier shall ensure that the product shipped is in the correct quantity and meets all Specifications, purchase order and order release. Deliveries which do not meet these requirements may be rejected and returned to the Supplier at the Supplier's expense.

3.9 Deliveries shall conform to the City's Bulk Chemical Receiving and Off-Loading Policy, and Supplier agrees to complete the City's Bulk Chemical Receiving/Off-Loading Authorization.

3.10 The Product delivered must be in accordance with the Hazardous Waste Act and have low toxicity with respect to contact with the skin and eyes and to accidental ingestion. Product must have no objectionable odor incidental to handling. Supplier must furnish to the City, any and all first aid or other suggested medical treatment procedures for the Product.

3.11 Shipments shall bear warning labels as specified by USDOT regulations.

3.12 Supplier shall safely transfer contents to City storage tanks without any assistance from City plant personnel.

3.13 Supplier's drivers must have personal protective equipment to include chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit and spill pillow. Driver must wear at minimum, chemical goggles and rubber gloves when handling hose and valves.

3.14 Driver must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of the driver to contain leaks and to report any and all spills.

3.15 Supplier shall be solely responsible for all spills caused by its operations. Containment, cleanup and reporting to all applicable agencies of any spills during delivery shall be the responsibility of the Supplier.

3.16 Supplier shall be responsible for clean-up of any spills. When applicable, Supplier shall be responsible for proper, as determined by the City, on-site disposal of residue prior to initial delivery.

3.17 All Product and transportation and delivery provided shall be in compliance with all applicable laws, regulations, codes and standards of the City, Palm Beach County, State of Florida, Florida Departments of Commerce and Transportation, American Water Works Association (AWWA), American National Standards Institute (ANSI), the Occupational Safety and Health Act of 1970 (OSHA). In addition, the National Sanitation Foundation (NSF) certification required by the Environmental Protection Agency, Florida Department of Environmental Protection or Palm Beach County Health Unit shall be met.

4. Acceptance.

4.1 "Acceptance" as used means the acceptance by the City after City has, by inspection or test of such items, determined that they fully comply with specifications.

4.2 City is only obliged to perform a commercial and sensorial examination of the delivered Product upon delivery. City will notify Supplier in writing within seven days of delivery of Product if:

- (a) does not meet the specifications identified in this Contract;
- (b) deviates from the quantity purchased;
- (c) appears to be contaminated;
- (d) is delivered in transportation equipment or packaging which is dirty, damaged or not appropriately marked;
- (e) is delivered with incorrect documentation.

4.3 City shall not pay for shortages in quantity of Product delivered.

4.4 If any shipment of Product is proven to be below the quality required by the specifications, the City reserves the right to reject that shipment. The Supplier, at the Supplier's own expense, shall remove the rejected Product. The Supplier shall then immediately replace the rejected Product with satisfactory Product or credit the City with the full delivery price of the rejected Product.

4.5 City reserves the right to have any shipment of Product inspected and tested. If the Product does not meet the requirements of the specifications or if any of the City facilities are damaged as a result of impurities in the Product, the Supplier shall reimburse the City for the costs of any repair, maintenance or replacement resulting therefrom.

4.6 The Product shall comply with the City, County of Palm Beach, State of Florida and Federal regulations, codes and standards and FLDEP and EPA regulations.

5. Protection Against Damage; Cleaning Up; Emergencies or Problems.

5.1 Protection Against Damage; Cleaning Up. The Supplier shall, at all times, guard against damage or loss to the property of the City, the Supplier's own property and/or that of other contractors and service Suppliers on site, and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Supplier or its agents. The Supplier shall be responsible to safeguard all their property such as tools and equipment while on site. The City will not be held responsible for any loss of Supplier due to theft or vandalism. The Supplier shall provide due care at all times to cordon off and/or post signs to maintain a safe work area in order to avoid creating a hazardous condition for pedestrians, property and vehicles. The Supplier shall ensure the work site is kept free of hazards and that debris, rubbish and scrap material are removed from the site on a regular basis to provide a neat and orderly appearance at the end of each workday and upon project completion. The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the Supplier, and it shall save the City harmless from all claims made on account of such damages.

5.2 Emergencies or Problems. If, in the sole opinion of the City, an emergency exists, Supplier shall be required to provide technical assistance within twenty-four (24) hours of notification. Supplier shall have a qualified technical service representative residing in the State of Florida throughout the term of the Contract or otherwise guarantee twenty-four (24) hour on-site assistance.

6. Prices. Prices paid for Product delivered and accepted shall be in accordance with the prices indicated above. Prices shall include freight from the source of supply to destination, and shall include delivery to the designated location. Prices are F.O.B. delivery point. The City will not be charged any additional delivery charges nor any drum or container deposit. Prices shall remain firm during the term of this Contract unless a price adjustment based on reasonable market evidence is negotiated by the parties and agreed upon in writing.

7. Invoices. Invoices must identify the PO number and Contract Number.

Submit by email. Invoices shall be emailed to: wpbap@wpb.org.

Alternatively, invoices may be mailed to: City of West Palm Beach Accounts Payable,
P.O. Box 3366
West Palm Beach, FL 33402-3366.

Invoices must identify the City's purchase order number, delivery date, quantity, product description, price and Supplier's unique invoice number. Invoices must be accompanied by the certified weight ticket for Product delivered to the Water Treatment Plant or Water Reclamation Facility. Invoices may be submitted no more frequently than monthly.

Invoices received from Supplier pursuant to this Contract shall be reviewed and are subject to the prior approval of the City to determine if a complete invoice with all required information has been presented and if the Services have been rendered in conformity with this Contract. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City. The Contractor will submit a Subcontractor Utilization reporting form with each invoice. Contractor shall provide a W-9 to City with first invoice.

All services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year.

If Contractor fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings.

8. **Payment. Electronic Deposit.** The City will make payment by electronic deposit (ACH) based on the directions provided to the City from Contractor.

Payment of Fees will be made upon approval of invoices, in accordance with any Payment Schedule, and in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of this Contract. No payment made under this Contract shall be conclusive evidence of the performance of this Contract by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

9. **Term.** This Contract shall commence on the date of execution by the City (City shall execute last) and shall continue and remain in full force and effect for three (3) years, unless terminated earlier pursuant to this Contract. This Contract may be extended for two (2) additional years upon the mutual written amendment of this Agreement, subject to appropriation of funds by the City.

10. **Insurance.** Supplier shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

- (a) **Comprehensive General Liability** insurance in the minimum amount of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability for claims for damages for bodily and personal injury, including death, as well as claims of property damages which may arise from any operations under this Contract, whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier, and must include Products/Completed Operations Hazard. This coverage may not be subject to a self-insured retention or deductible exceeding \$25,000; and
- (b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$1,000,000.00 "each accident," \$1,000,000.00 "disease policy limit," and \$1,000,000.00 "disease each employee."
- (c) **Automobile Liability:** Not less than \$2,000,000.00 for injuries per person in any one accident or

occurrence, with \$1,000,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000.

(d) **Pollution Liability:** \$5,000,000 aggregate.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Supplier shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Supplier's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Supplier's insurance policy is a claims made policy, Supplier shall maintain such Insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

11. **Representations, Warranties and Covenants of Supplier.**

11.1 **Authority.** Supplier hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Contract without the need for any further corporate or governmental consents or approvals, and that the persons executing this Contract are authorized to execute and deliver it.

11.2 **Duly Licensed.** Supplier represents that it is duly licensed to perform the Services under this Contract and that it will continue to maintain all licenses and approvals required to conduct its business.

11.3 **Non-Discrimination.** In performing the Services under this Contract, Supplier shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

11.4 **Convicted Vendor List.** Supplier represents that the execution of this Contract will not violate Section 287.133, Florida Statutes and certifies that Supplier and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Contractors have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFQ. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

11.5 **Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Supplier represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

11.6 **Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Supplier represents that Supplier is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Supplier further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

11.7 Federal Labor / Employment Laws. In accordance with Fla. Stat. Sec. 255.20, Supplier represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

11.8 E-Verify.

a) In compliance with Section 448.095, Fla. Stat., Supplier shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Supplier during the term of this Agreement. Supplier shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the subcontractor during the term of this Agreement. Supplier shall require each of its subcontractors to provide Supplier with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Supplier shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b) The City, Supplier, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Supplier acknowledges that upon termination of this Agreement by City for a violation of this section by Supplier, Supplier may not be awarded a public contract for at least one (1) year. Supplier further acknowledges that Supplier is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

c) Supplier or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractors to include these clauses in any lower tier subcontracts.

11.9 Federal Requirements. The knowing employment by Supplier or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Contract which results in unilateral termination. Supplier further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

11.10 Lobbying Certification. Supplier certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with the Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

11.11 Independent Contractor. Supplier acknowledges and agrees that Supplier is an independent contractor of the City. Supplier more specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance; Supplier will be solely and exclusively responsible for payment of all federal and state income taxes due in respect of all compensation and/or other consideration paid by the City to Supplier under this Contract. Supplier shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Supplier's employees who provide Services under this Contract. Supplier acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Supplier shall be entitled to seek and accept other engagements and/or employment during the term of this Contract so long as such other employment or engagements do not interfere with the performance of Supplier's duties under this Contract. Supplier shall be responsible to the City for all work or services performed by Supplier or any person or firm engaged as a sub-Contractor or subcontractor to perform work in fulfillment of this Contract.

11.12 No Conflicts.

a) Supplier represents that it has not given or accepted a kickback in relation to this Contract and has not solicited this Contract by payment or acceptance of a gratuity or offer of employment.

b) Supplier represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

c) Supplier represents that it does not and will not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

d) Supplier represents that it does not employ, directly or indirectly, any official of the City. Supplier represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Supplier.

e) Supplier represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Supplier or its business.

f) Supplier represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Contract. The Supplier further represents that no person having any interest shall be employed or engaged by it for said Services.

g) Supplier, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Supplier's exercise of judgment or quality of the Services being provided under this Contract. Supplier, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Contract.

h) Supplier, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Contract, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Supplier agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

i) Supplier shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Supplier intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Supplier. The City agrees to notify the Supplier by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Supplier, the City shall so state in its opinion and the Supplier may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Supplier under this Contract.

j) In the event Supplier is permitted to utilize subcontractors to perform any services required by this Contract, Supplier agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

11.13 No Solicitation. Supplier warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Supplier, 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 Supplier, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Supplier, the City shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

12. Equal Opportunity Compliance/Small Business Participation. NOT APPLICABLE

The City's Small Business Program is set forth in Sec. 66-221 of the City Code, and is incorporated into this Contract by this reference. Terms in this section shall have the meanings established in the Code. The small business participation goal for this Contract is

SB Goal _____ % of the total Contract Price.

Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow City to inspect and audit such records. Failure to meet the SB commitment established above may be deemed a material breach of this Contract. SB goals may not be met by subcontractors that do not perform a commercially useful function or that are not qualified or certified to provide the services. Failure of the Contractor to maintain aggregate SB participation at the agreed level may be considered cause for cancellation of this Contract, and may be considered by the City as a past performance factor in future procurements. The Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records. If after contract award, the Contractor chooses not to utilize the SB subcontractor(s) identified in its subcontractor utilization plan, the Contractor may face penalties unless approved in writing by the Economic Opportunity Office.

A copy of each executed subcontract with each SB subcontractor shall be submitted to the City within 20 calendar days of execution of a contract with the City.

The Contractor shall complete the Subcontractor Utilization reporting form and submit such form with each invoice submittal to the City. The Subcontractor Utilization Report shall include all subcontractors providing services under this Contract.

MWBE Participation. NOT APPLICABLE

The City's Minority/Women Business Enterprise Program is set forth in Chapter 66 of the City Code, and is incorporated into this Contract by this reference. Terms in this section shall have the meanings established in the Code. The MWBE participation goal for this Contract is:

- ☐ (check if applicable) Contractor is an eligible MWBE and will perform at least 25% of the Work.
- ☐ (check if applicable) MWBE Subcontractor goal: _____ % of the total contract value.

Contractor shall maintain all relevant records and information necessary to document compliance with the MWBE Ordinance and shall allow City to inspect and audit such records. Failure to meet the MWBE commitment established above may be deemed a material breach of this Contract. MWBE goals may not be met by subcontractors that do not perform a commercially useful function or that are not qualified or certified to provide the services. Failure of the Contractor to maintain aggregate MWBE participation at the agreed level may be considered cause for cancellation of this Contract, and may be considered by the City as a past performance factor in future procurements. The Contractor shall maintain all relevant records and information necessary to document compliance with the MWBE Ordinance and shall allow the City to inspect and audit such records. If after contract award, the Contractor chooses not to utilize the MWBE subcontractor(s) identified in its subcontractor utilization plan, the Contractor may face penalties unless approved in writing by the Economic Opportunity Office.

A copy of each executed subcontract with each MWBE subcontractor shall be submitted to the City within 20 calendar days of execution of a contract with the City.

The Contractor shall complete the Subcontractor Utilization reporting form and submit such form with each invoice submittal to the City. The Subcontractor Utilization Report shall include all subcontractors providing services under this Contract.

13. Indemnity. Supplier shall indemnify, defend, save and hold harmless Owner, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of the operations of the Supplier or its subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Contract, specifically including, but not limited to, those caused by or arising out of (a) any act, omission, default or negligence of the Supplier in the provision of the services under this Contract; (b) property damage or personal injury, including death, which damage, injury or death arises out of or is incidental to or in any way connected with Supplier's execution of services under this Contract; or (c) the violation of federal, state, county

or municipal laws, ordinances or regulations by the Supplier. Nothing in this Contract shall be deemed to waive or affect the rights, privileges and immunities of the Owner as set forth in *Section 768.28, Florida Statutes*. The Supplier shall indemnify, defend, save and hold harmless the Owner from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees incidental to any infringements or to any claimed infringements of any patent or patents in the manufacture and sale, of either thereof, of the Products furnished under this Contract, or in any way connected therewith the use thereof by the Owner. Supplier's liability hereunder shall not extend to claims, suits, actions or damages attributable to the City, its officers, agents and employees. 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 Supplier under this indemnification provision. To the extent considered necessary by the City, any sums due to Supplier under this Contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Supplier to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. The Supplier and City agree that any contractual claims against City shall be no exceed the limits of sovereign immunity. Nothing in this Contract shall be deemed to be a waiver of the City's sovereign immunity or a waiver of the limitations under *Section 768.28, Florida Statutes*. This clause shall survive the expiration or termination of this Contract.

14. Termination.

14.1 The City reserves the right to reject any and all Products not meeting specifications and purchase order requirements. The Supplier, at its own expense, shall be responsible for the removal of all rejected Products and shall then immediately replace the rejected Products with satisfactory Products or credit the City with the full delivery price of the rejected Products.

14.2 The City may cancel this Contract, in whole or in part, upon thirty (30) days written notice should the Product for any reason prove unsatisfactory for the purpose intended or should the Products not perform in accordance with the specifications.

14.3 The City shall have the right to immediately terminate this Contract, in whole or in part, in the event the Supplier cannot or does not meet the delivery time requirements.

14.4 In the event of any other breach by Supplier under this Contract, the City will serve written notice of the breach on the Supplier and provide a five (5) day period to cure such breach. If the breach is not cured within the five (5) day period, the City shall have the right to immediately terminate this Contract, in whole or in part.

15. **Notices.** All written notices, demands and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Supplier at the address on the first page of this Contract; or to the City, at the address on the first page of this Contract, attention: City Administrator, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

16. **Assignment.** This Agreement may not be assigned by Supplier.

17. **Force Majeure.** Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring which impact the Services to be provided: fire, explosion, power blackout, tropical storm, flood, earthquake, volcanic action, epidemic, war, civil disturbances, terrorist acts, strike, acts of God, or order of governmental official, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis; provided that no such extension shall be made unless notice thereof is presented by Supplier to City in writing within five (5) business days after the start of the occurrence of such delay. Where applicable, the party so delayed shall use reasonable efforts to remedy or remove such causes of non-performance. The party delayed shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

18. Public Records Law. Supplier shall comply with Chapter 119, Florida Statutes, regarding public records. Supplier shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Contract. A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Supplier of the request, and the Supplier shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the contract, Supplier shall transfer, at no cost, to the City all public records in possession of Supplier. Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Supplier shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Supplier, except as authorized by law and specifically authorized by City. Failure of the Supplier to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

19. Right to Audit. Supplier shall maintain adequate records of the purchase and delivery of Product under this Contract for five (5) years following expiration or termination of the Contract or conclusion of any litigation regarding this Contract. The City shall have the right to audit Supplier's books and records, at the City's expense, upon prior notice, with regard to this Contract. Supplier shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Contract. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Supplier to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Supplier; and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Supplier within 45 days from presentation of City's findings to Consultant. Failure by Supplier to permit such audit shall be grounds for termination of this Contract by the City.

20. Remedies.

20.1 The parties shall be entitled to all remedies available under this Contract, at law or in equity. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Contract or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof. In addition to any other remedies, in

the event of a breach or violation of the Contract by Supplier, Supplier may be subject to debarment or suspension from consideration for the award of additional contracts from the City, pursuant to the terms and procedures set forth in the City Code.

20.2 No provision of this Contract is intended, nor shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or any employee of the City or Supplier.

21. **Governing Law.** This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Supplier submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Contract shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Supplier agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

22. **Availability of Funds.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours' notice to Supplier. The City shall be the sole and final authority as to the availability of funds.

23. **Severability.** In the event that any sentence, section, paragraph or portion of this Contract shall be held by a court to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining portions of this Contract and the same shall remain in full force and effect.

24. **Waiver.** No waiver of a breach of any provision of this Contract shall constitute a waiver of any subsequent breach of the same or any other provision of this Contract, and no waiver shall be effective unless made in writing.

25. **Inspector General.** Supplier is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Supplier and its subcontractors and lower tier subcontractors. Supplier understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Supplier or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Contract justifying its termination.

26. **Entire Contract; Exhibits; Amendment.** Any Exhibits attached to this Contract are incorporated into the terms and conditions of this Contract. In the event of any conflict between this Contract and any Exhibits, this Contract governs. Any additional terms contained in any Exhibit must be specifically accepted by City. This Contract embodies the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior and contemporaneous Contracts and understandings, oral or written, relating to the subject matter. This Contract may only be modified by written amendment executed by the City and Supplier.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year executed below.

SUPPLIER
HAWKINS WATER TREATMENT GROUP, INC.

By: [Signature]

Print Name: Raymond Paul

Title: Region Manager

CITY OF WEST PALM BEACH

By: [Signature]

Keith A. James, Mayor

ATTEST: [Signature]

City Clerk

Date: 3/16, 2022

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: [Signature]

City of West Palm Beach

(B1)

BID PACKAGE COVER SHEET

ITB 20-21-121 Project Title: Mini-Bulk Chemical Supply and Delivery of Sodium Hypochlorite and Ammonium Hydroxide 19%

Bidder Company Name:

Enclose the following documents:

- ☒ 1. Bid Package Cover Sheet. (B1)
- ☒ 2. Bid (B2) **Must be signed**
- ☒ 3. Schedule of Bid Items (B3) **Must be signed**
- ☒ 4. Affidavit of Prime Bidder (B8) **Must be signed**
- ☒ 5. Drug Free Workplace Certification (B9) **Must be signed**
- ☒ 6. Qualification of Bidders Information **Must be signed**
- ☒ 7. Equal Benefits Certification **Must be signed**
- ☒ 8. Representations and Disclosures **Must be signed**
- ☒ 9. Appropriate Product Compliance Certification Letters/Material Safety Data Sheet (MSDS)
- ☒ 10. Security Program

Clearly mark the outside lower left corner of the Envelope with the Invitation to Bid number and title, and the Date and Time for the bid closing deadline.

Submit one (1) original, one (1) electronic version and two (2) photocopies of your Bid package

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms (B1 – B3).

Forms B-2 and B-3 must be signed in ink by an officer authorized to bind the Bidder.

All Forms must be fully completed.

BID

ITB 20-21-121 – Mini-Bulk Chemical Supply & Delivery of Sodium Hypochlorite and Ammonium Hydroxide 19%

Proposal of: Hawkins Water Treatment Group

(Bidder Company Name)

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined this Invitation to Bid and Bidder has read all issued addenda issued.
3. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.
4. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

<i>Name</i>	<i>Address</i>

N/A	

5. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>

N/A	

6. Bidder and all affiliates and Bidders have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

7. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

8. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

9. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: Hawkins Water Treatment Group

Business Address: (Street, City, State, Zip Code) 2263 Clark St, Apopka, FL 32703

State of Incorporated: MN Telephone: 800-330-1369 Fax: 800-524-9315

BIDDER:



Signature of Official authorized to bind Bidder.

Print Name: Raymond Pool

Title: Regional Manager

Date: 9.24.2021

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

City of West Palm Beach

SCHEDULE OF BID ITEMS

Re-pump Name & Address	Sodium Hypochlorite			Ammonium Hydroxide 19%		
	Estimated Gallons per Year	Unit Price per Gallon	Total Annual Cost	Estimated Gallons per Year	Unit Price per Gallon	Total Annual Cost
Kaye Street Re-pump Station 952 Kaye Street, West Palm Beach, FL 33405	1650	\$ 2.75	\$ 4,537 ⁵⁰			
Valley Forge Re-pump Station 880 Valley Forge Road, West Palm Beach, FL 33405	1200	\$ 2.75	\$ 3,300 ⁰⁰			
Cumberland Re-pump Station 807 Cumberland Drive, West Palm Beach, FL 33409	2500	\$ 2.75	\$ 6,875 ⁰⁰			
Mary's Re-pump Station 901 45th Street, West Palm Beach, FL 33407	1450	\$ 2.75	\$ 3,987 ⁵⁰			
Ibis Re-pump Station 8740 SR7 (Sandy Hill Way East) West Palm Beach, FL 33412	6000	\$ 2.75	\$ 16,500 ⁰⁰	600	\$ 7.50	\$ 4,500 ⁰⁰

Manufacturer: Odyssey Manufacturing / CF Industries, Inc.

Product Name: Ultrachlor - Sodium Hypochlorite 12.5% / Ammonium Hydroxide 19% Include product data bulletin

Delivery can be made in 3-5 working days after receipt of order.

Company Name: Hawkins Water Treatment Group

FEIN: 41-0771293

**Authorized
Signature:**



Date: 9-24-2021

Printed Name: Raymond Pool

Title: Regional Manager

Remit to address: PO Box 860263
Minneapolis, MN 55486-0263

Telephone: 800-330-1369 **Fax:** 800-524-9315

Email address: chuck.pool@hawkinsinc.com

Website (if applicable): www.hawkinsinc.com

Order Placement Information:

Contact Person: William Thompkins

Telephone: 305-731-7800 **Fax:** 800-524-9315

Email: will.thompkins@hawkinsinc.com **Cell Phone:** 305-731-7800

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of Florida }
County of Orange }

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

(Name)

1. I am the Regional Manager of Hawkins Water Treatment Group the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach: N/A (if none, write "None").
6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries:
N/A (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) [Signature]
(Print Name) Raymond Pool
(Title) Regional Manager

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this 09/24/2021 (Date)

by: Raymond Pool

✓ who is personally known to me or

 who has produced N/A as identification

and who did / (did not) take an oath.

[Signature]

Notary Public (print & sign name)

Commission No. _____



DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Hawkins Water Treatment Group

does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Authorized Signature

Raymond Pool

Print Name

Date

9-24-2021

City of West Palm Beach

QUALIFICATION OF BIDDERS INFORMATION

A. REFERENCE LIST

The following is a list of at least three (3) references that the Bidder has provided similar supply contracts to a similar size organization in the past three years.

1. Name of Firm, City, County or Agency:

City of Deltona

Address:

255 Enterprise, Deltona, FL 32735

Telephone: 386-871-7432 **Contact:**

Shane Churney / **Title** Chief Operator

Service Dates: 2005 / Current

Bid No. (if applicable) ITB # PW 18-05

Product

Supplied: Multiple Water Treatment Chemicals and Equipment

2. Name of Firm, City, County or Agency:

Polk County Utilities

Address:

1011 Jim Keene Blvd. , Winter Haven, FL 33880

Telephone: 863-534-4316 **Contact:**

Jeff Goolsby / **Title** Waterwater Treatment Manager

Service Dates: 2007 / Present

Bid No. (if applicable) Quote / Piggyback

Product

Supplied: Sodium Hypochlorite / AS4000

3. Name of Firm, City, County or Agency:

Florida Keys Aquaduct Authority

Address:

700 Front Street (Stock Island), Key West, FL 33040

Telephone: 305-296-2454 **Contact:**

Jay Miller / **Title** Manager of WW Operations

Service Dates: 2015 / Current Bid No. (if applicable) IFB-0001-19

Product
Supplied: Aluminum Sulfate / Glycerin / Sodium Hydroxide / Sodium Hypochlorite / Sulfuric Acid

2626 ft straight t

B. Description & location of physical plant and facilities to supply this bid:

We have a distribution facility located at 5705 Dewey St, Hollywood, FL 33023-1917 fully equiped to
service the chemical needs listed in this solicitation as we have done for years past.

QUALIFICATION OF BIDDERS INFORMATION (continued)

C. Description of Delivery Fleet used for this bid: 26 ft straight truck where product is mini bulked from 550

Type text here gallon megatainers as well as prepackaged off loading via lift gate.

D. Number of Years firm has been in business: 1955 / current

E. Summary or Proof of quality control program in place at plant.

NSF 60 Certification for Drinking Water

F. Bidder Representative from Firm submitting bid

Name & Title:

Raymond Pool / Regional Manager

800-330-1369

800-524-9315

chuck.pool@hawkinsinc.com

Phone No.

Fax No.

Email Address

G. Summary of safety procedures in place regarding deliveries/offloading of product. Include any training programs that drivers are required to participate in.

Hawkins has an internal Safety Training Program and Standard Operational Procedures.

All drivers are Haz Mat qualified and trained in our detailed procedures.

By policy and due to safety requirements from organizations such as the

Department of Homeland Security, we do not distribute S.O.P's outside our organization.

If you have a specific concern, it can be addressed with our EHSS Department.

H. In-house valve cleaning and overhaul procedure *if applicable* (may be submitted as an attachment):

Drinking Water products subject to NSF 60 standards.

QUALIFICATION OF BIDDERS INFORMATION (continued)

I. Citations and or violations of environmental regulations (may be submitted as an attachment):

Apopka has zero environmental citations/violations

J. Emergency Crew information:

Location of nearest emergency station: ChemTrec - 800-424-9300

Name of person in charge of emergency crew:

Plant Supervisor / 813-277-4947

Telephone numbers to be called for emergency service and/or normal maintenance:

Same as above

Time periods during which service will be available from the number(s) indicated:

24/7

Company Name: Hawkins Water Treatment Group

Authorized Signature:  Raymond Pool

Title: Regional Manager

Equal Benefits Certification

This form must be completed and submitted with your firm's bid.

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

☒ 1. The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

☐ 2. The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

- ☐ The firm's price for the contract term awarded is \$50,000 or less.
- ☐ The firm employs less than five (5) employees.
- ☐ The firm does not provide benefits to employees' spouses nor employees' dependents.
- ☐ The firm is a government entity.
- ☐ The contract is for the sale or lease of property.
- ☐ Compliance would violate grant requirements or regulations of federal / state law.
- ☐ The contract is an emergency procurement or necessary to respond to an emergency situation.

☐ 3. The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, Raymond Pool, Regional Manager
(Print Name of Authorized Officer) (Title)

of Hawkins Water Treatment Group
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: [Signature]

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this 24th day of September, 2021, by
Raymond Pool, as an act of Hawkins Water Treatment Group (firm),
who is

personally known to me or produced the following identification: Personally Known

Notary Signature: [Signature]

Print Notary Name: Brandon Rice

Commission No. _____

Representations and Disclosures

ITB 20-21-121

STATE OF Florida }
COUNTY OF Orange } SS:

I am an officer of the Bidder firm, named below, submitting its qualifications under a RFP and am authorized to make the following Representations and Disclosures on behalf of the Bidder. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. No Lobbying. Bidder acknowledges that contact by a Bidder, or anyone representing a Bidder, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

2. Conflict of Interest. Bidder has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to providing services under this solicitation any parties to this solicitation or any third parties. Bidder has identified the name of any officer, director, employee or agent who is also an employee or official of the City of West Palm Beach or the West Palm Beach Agencies. Further, Bidder has disclosed the name of any City official or employee or Official who owns, directly or indirectly, interest of ten percent (10%) or more in the Bidder's firm or any of its affiliates or team members.

The existence of any such conflicts of interest will not automatically disqualify any Bidder from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

3. Good Faith. Bidder represents that the Bid is made without connection with any persons, company or party submitting another Bid, and that it is in all respects fair and in good faith without collusion or fraud.

4. Financial. Bidder certifies that Bidder has not filed for bankruptcy in the past five (5) years.

5. Criminal. Bidder certifies that neither Bidder nor any of Bidder's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.

6. Procurement. Bidder certifies that Bidder and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a Bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

7. No Solicitation or Contingent Fee. Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Bidder, to solicit or secure an award under this ITB 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 Bidder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award under this solicitation.

8. Use of Funds. Bidder certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this ITB will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

9. ~~28 No Liability~~ Bidder recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Bidder may suffer from the disclosure of Bid information to third parties.

10. Equal Benefits Ordinance. Section 66-9 of the City Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Each Bidder shall submit an Equal Benefits certification.

11. Convicted Vendor List. Pursuant to Fla. Stat. Sec. 287.133, a person or affiliate who has been placed on the Convicted Vendor List maintained by the State of Florida may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a Bid for a contract with a public entity for the construction or repair of a public building or public work; may not be awarded or perform work as a contractor, supplier, subcontractor or Awarded Firm under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. Discriminatory Vendor List. In accordance with Fla. Stat. Sec. 287.134, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a Bid for a contract to provide goods or services to a public entity; may not submit a Bid for a contract with a public entity for the construction or repair of a public building or public work; may not be awarded or perform work as a contractor, supplier, subcontractor or Awarded Firm under a contract with any public entity; and may not transact business with any public entity.

13. Scrutinized Companies List. In accordance with Fla. Stat. Sec. 287.135, any company, principals, or owners on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, or that is engaged in a boycott of Israel, is prohibited from submitting a bid, proposal or response to a solicitation for goods or services, of any amount, to a government agency, unless otherwise provided by law. Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba, is prohibited from submitting a bid, proposal or response to a solicitation for goods or services in an amount equal to or greater than One Million Dollars (\$1,000,000), unless otherwise provided by law.

14. Bidder agrees that its Bid may become part of any contract entered into between the City and the Bidder

15. Bidder recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Bidder may suffer from the disclosure of Bid information to third parties.

I certify or affirm that to the best of my knowledge and belief, the above representation and disclosure statements are true.

Bidder Firm: Hawkins Water Treatment Group

Officer's Name: Raymond Pool Title: Regional Manager

Signature: 

AFFIRMED AND SIGNED before me this 24 day of September, 2021,
by Raymond Pool (name) as Regional Manager (title) of
Hawkins Water Treatment Group (Bidder firm), who is
personally known to me or produced
N/A as identification.

Notary Signature: 

Print Name: Brandon Rice

Notary Stamp or Commission No.



In the event Bidder cannot execute this form as drafted, Bidder may substitute a similar Representations and Disclosure certifying to the facts applicable to the Bidder.



Affidavit of Compliance

City of West Palm Beach

Re: ITB No. 20-21-121


- Sodium Hypochlorite 12.5%
- Ammonium Hydroxide 19%

This is to certify the chemical(s) quoted in the bid referenced above and furnished by Hawkins, Inc., are in complete compliance with the required specifications of this solicitation and is certified by the NSF/ASNI Standard 60 to be used for potable water treatment.

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


Raymond C. Pool
SE Region Manager

Sworn to & Subscribed before me this 24th day of September, 2021.


Brandon Rice
Notary Public, State of Florida





WATER TREATMENT GROUP

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

June 19, 2020

To Whom It May Concern:

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

Thank you,

**Doug Lange
Vice President
Water Treatment Group**



The Public Health and Safety Organization

NSF Product and Service ListingsThese NSF Official Listings are current as of Friday, September 24, 2021 at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Hawkins&PlantState=Florida&FL&PlantCountry=UNITED+STATES&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Hawkins, Inc.

2381 Rosagate
Roseville, MN 55113
United States
800-328-5460
612-331-6910

Visit this company's website (<https://www.hawkinsinc.com>)**Facility : Apopka, FL****Aluminum Sulfate[AL]**

Trade Designation
Alumina Sulfate 50%
Aluminum Sulfate Liquid

Product Function
Coagulation & Flocculation
Coagulation & Flocculation

Max Use
150mg/L
150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ammonium Sulfate

Trade Designation
AS 4000 13%
AS 4000 40%
Ammonium Sulfate 35%
Aqua Hawk 347

Product Function
Chloramination
Chloramination
Chloramination
Chloramination

Max Use
184mg/L
60mg/L
60mg/L
60mg/L

Blended Phosphates

Trade Designation
ClearFlow PT 2536
ClearFlow PT 3032
ClearFlow PT 3434
ClearFlow PT 4036
ClearFlow PT 5036
ClearFlow PT 6036
ClearFlow PT 7036
ClearFlow PT 8037

Product Function
Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control

Max Use
24mg/L
24mg/L
27mg/L
24mg/L
24mg/L
24mg/L
24mg/L
25mg/L

Citric Acid[1] [2]

Trade Designation
Citric Acid 15% Solution FCC
Citric Acid 50%
Citric Acid 50% FCC
Citric Acid 50% PG

Product Function
Membrane Cleaner
Membrane Cleaner
Membrane Cleaner
Membrane Cleaner

Max Use
NA
NA
NA
NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Hydrofluosilicic Acid

Trade Designation
HFS 2300 23%
HFS4000 40%
Hydrofluosilicic Acid
Hydrofluosilicic Acid 20%
Hydrofluosilicic Acid 23%
Hydrofluosilicic Acid 40%

Product Function
Fluoridation
Fluoridation
Fluoridation
Fluoridation
Fluoridation
Fluoridation

Max Use
5mg/L
3mg/L
5mg/L
6mg/L
5mg/L
3mg/L

Miscellaneous Treatment Chemical**Trade Designation****Product Function****Max Use**

9/24/21, 11:08 AM

Listing Category Search Page | NSF International

Inhib. HCL 20'
Inhib. Hydrochloric Acid 20%
Inhibited Hydrochloric Acid 20'

Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control

44mg/L
62mg/L
44mg/L

Monosodium Orthophosphate
Trade Designation
ClearFlow OT 3535

Product Function
Corrosion & Scale Control

Max Use
250mg/L

Phosphoric Acid
Trade Designation
ClearFlow OT 7272

Product Function
Corrosion & Scale Control

Max Use
12mg/L

Sodium Bisulfite
Trade Designation
Sodium Bisulfite 40%

Product Function
Dechlorinator & Antioxidant

Max Use
46mg/L

Sodium Hydroxide[3]
Trade Designation
Sodium Hydroxide 25%
Sodium Hydroxide 25% Diaphragm
Sodium Hydroxide 25% Membrane
Sodium Hydroxide 50%
Sodium Hydroxide 50% Diaphragm
Sodium Hydroxide 50% Membrane

Product Function
pH Adjustment
pH Adjustment
pH Adjustment
pH Adjustment
pH Adjustment
pH Adjustment

Max Use
200mg/L
200mg/L
200mg/L
100mg/L
100mg/L
100mg/L

[3] Certified for diaphragm and membrane grades.

Sodium Hypochlorite[HY]
Trade Designation
Ultra-Chlor (Sod. Hypo 12.5%)

Product Function
Disinfection & Oxidation

Max Use
70mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA 8300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sodium Polyphosphates, Glassy
Trade Designation
ClearFlow PT 3737

Product Function
Corrosion & Scale Control

Max Use
25mg/L

Sodium Tripolyphosphate
Trade Designation
ClearFlow PT 7777-C

Product Function
Corrosion & Scale Control

Max Use
12mg/L

Sulfuric Acid
Trade Designation
Sulfuric Acid 38%
Sulfuric Acid 38% - 40%
Sulfuric Acid 50%
Sulfuric Acid 9%
Sulfuric Acid 93%

Product Function
pH Adjustment
pH Adjustment
pH Adjustment
pH Adjustment
pH Adjustment

Max Use
121mg/L
121mg/L
93mg/L
200mg/L
50mg/L

Number of matching Manufacturers is 1
Number of matching Products is 44
Processing time was 0 seconds

State of Florida

Department of State

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

The document number of this corporation is F14000004437.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 10, 2021, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of February, 2021*



Laundre
Secretary of State

Tracking Number: 6577133637CC

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

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



Company ID Number: 116278

Client Company ID Number: 763528

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hawkins, Inc.
Company Facility Address	2381 Rosegate Roseville, MN 55113
Company Alternate Address	
County or Parish	RAMSEY
Employer Identification Number	410771293
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	500 to 999 0 to 500 <i>DM</i>
Number of Sites Verified for	34



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2021

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 USA, Inc.
1166 Avenue of the Americas
New York, NY 10036

CONTACT
NAME: _____
PHONE: _____ FAX: _____
JAC. No. Ext.: _____ JAC. No.: _____
E-MAIL: _____
ADDRESS: _____

CN103177417-SATCO-ACORD-20-

INSURED
Sulphuric Acid Trading Company, Inc.
3710 Corporex Park Drive
Suite 205
Tampa, FL 33619

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA	19445
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : Illinois Union Insurance Co	27960
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

NYC-009436679-45

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 SUBR INSD / YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ _____ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		045780547	04/01/2020	04/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES - Ea occurrence \$ 5,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPOF AGG \$ 1,000,000 COMBINED SINGLE LIMIT - Ea accident \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	POLLUTION LIABILITY SIR: \$100,000		G24883930 007	04/01/2020	04/01/2023	Each Occurrence 1,000,000 Aggregate 1,000,000

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

CERTIFICATE HOLDER

Hawkins, Inc.
2263 Clark Street
Attn: Jason Schroeder
Apopka, FL 32703

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
of Marsh USA Inc.

Stan Schiff

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Hawkins Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ☐ _____
- Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ☐ _____

4 Exemptions (boxes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2381 Rosegate

6 City, state, and ZIP code

Roseville, MN 55113

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Notes: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

41 - 0771293

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Paul J. Smith

Date **09/24/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 4/06/13

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product Identifier

Product name: Ultra-CHLOR

Product code(s):

Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach

REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

1.2 Relevant identified uses of the substance or mixture and uses advised against

Uses: Cleaner, Disinfectant, Biocide and Sanitizer

Uses Advised Against: None

1.3 Details of the Supplier and of the Safety Data Sheet (SDS)

Odyssey Manufacturing Co.

1484 Massaro Boulevard

Tampa, Florida 33619

+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:

1-800-ODYSSEY (Florida)

1-813-635-0339 (Outside Florida)

1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture

Classification REGULATION (EC) No 1272/2008

Skin Corrosiveness: 1B; **Skin Irritant:** 2

Eye Irritant: 2

Aquatic Acute: 1

Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements

Labeling Regulation (EC) No 1272/2008

Hazard pictograms



Signal word: **DANGER**

Hazard statements:

H314 – Causes severe skin burns and eye damage

H319 – Causes serious eye irritation

H400 – Very toxic to aquatic life

[Prevention] P260 – Do not breathe dusts or mists.

P264 – Wash hands or any exposed skin areas thoroughly after handling.

P273 – Avoid release to the environment.

P280 – Wear protective gloves/protective clothing/eye protection/face protection.

- [Response] P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 – IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing.
Rinse skin with water/shower.
P363 – Wash contaminated clothing before reuse.
P304 + P340 – IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P310 – Immediately call a POISON CENTER or doctor/physician.
P305 + P351 + P338 – IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337 – If eye irritation persists: Get medical advice/attention.
P391 – Collect spillage.
- [Storage] P405 – Store locked up.
- [Disposal] P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC



C - Corrosive



N- Dangerous for the environment

- Risk phrases: R31 – Contact with acids liberates toxic gas.
R34 – Causes burns.
R36/38 – Irritating to eyes and skin.
R50 – Very toxic to aquatic organisms.
- Safety phrases: S1/2 – Keep locked up and out of the reach of children.
S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S28 – After contact with skin, wash immediately with plenty of soap-suds.
S37/39 – Wear suitable gloves and eye/face protection.
S45 – In case of accident or if you feel unwell, seek medical advice immediately (Show the label whenever possible).
S50 – Do not mix with acids or other incompatible materials (refer to section 10).
S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances

Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 20.0	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31; N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
79.7 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation: If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.

Eyes: Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.

Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

Potential health symptoms and effects

Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.

Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.

Inhalation: Vapors and mists may be harmful if inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.

Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.

Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media

Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.

Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters

Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions

Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up

Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excess of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

*****For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at (800) 320-0519 AND the National Response Center at (800) 424-8802 or (202) 267-2675 within 15 minutes!!!*****

Plan in advance for an occupational release and have necessary equipment and neutralization agents on-site. Contact Odyssey Manufacturing for assistance.

6.4 Reference to other sections

For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling

Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for lifting and transporting all containers.

Advice on protection against fire and explosion

Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities

Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses

Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS Number	OSHA	ACGIH	AIHA (WFEL)
Sodium Hypochlorite	7681-52-9	2 mg/m ³ TWA; skin	0.5 ppm as CL ₂ TWA; 1 ppm as CL ₂ STEL, A4	2 mg/m ³ STEL
Sodium Hydroxide	1310-73-2	2 mg/m ³ TWA	2 mg/m ³ Ceiling	

8.2 Exposure controls

Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient:	No data available
n-octanol/water	
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia) or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide.

Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Oral Toxicity (Sodium Hypochlorite)

TDL₀ - 1 gm/kg oral (woman)

TDL₀ - 45 mg/kg intravenous (man)

LD₅₀ - 5,800 mg/kg (mouse)

LD₅₀ - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m³ causes burning of the nose and throat; 40-60 mg/m³ may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult - 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms - *Salmonella typhimurium* 1 mg / plate (-S9)

DNA repair - *Escherichiacoli* 20 µg/ disc;

DNA damage - *Escherichiacoli* 420 µmol/L;

Phage inhibition capacity - *Escherichiacoli* 103 µg/ well

Micronucleus test - non-mammalian species multiple 200 ppb

Cytogenetic analysis - non-mammalian species multiple 120 µg/ L

Cytogenetic analysis – human lymphocyte 100 ppm 24hour(s)

Sister chromatid exchange – human embryo 149 mg/ L

Cytogenetic analysis – hamster lung 100 mg/ L

Aspiration hazard

No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure

No data available

Specific organ toxicity - repeated exposure

May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information

RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects

Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION

12.1 Toxicity Aquatic Ecotoxicity:

This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish: LC₅₀ – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L

LC₅₀ – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)

Acute toxicity to aquatic invertebrates: EC₅₀ – Daphnia magna (Water flea), 96 h: 2.1 mg/L

LC₅₀ – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L

Acute toxicity to aquatic plants: LC₅₀ – Algae, phytoplankton, algal mat (Algae), 96 h: 90 µg/L (mortality)

EC₅₀ – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L

Acute phytotoxicity, aquatic plants: Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L

Acute toxicity, miscellaneous aquatic: Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability

Biodegradability

The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available

Bioaccumulation is not expected

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII - DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV - TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
Packing Group:	III
NAERG:	Guide #157
Packaging Authorizations:	Non-Bulk: 49 CFR 172.203; Bulk: 49 CFR 172.241
Packaging Exceptions:	49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III
Marine Pollutant:	NO
EMS Number:	F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III
Quantity Limitations:	49 CFR 175.75 - Cargo Aircraft Only: 60L Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8
UN/NA#:	UN1791
Packing Group:	III

Marine Pollutant: No

Signal Word: DANGER

Hazard Symbols: GHS05, GHS09 (GHS); C, N (EEC)



SECTION XV - REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for substance or mixture

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200). **CORROSIVE**

OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119

EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68

EPA FIFRA: This product is a registered Pesticide under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150

TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory.

This product not subject to TSCA 12(b) Export Notification.

Superfund Amendments and Reauthorization Act (SARA)

SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.

Acute: Yes **Chronic:** No **Fire:** No **Reactive:** No

SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.

SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by these sections of Title III of SARA.

SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by these sections of Title III of SARA.

Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:

Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)

Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)

**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*

Clean Air Act (CAA)

This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).

This product does not contain any Class 1 Ozone depleters.

This product does not contain any Class 2 Ozone depleters.

Clean Water Act (CWA)

Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.

Other U.S. State Inventories:

Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.

Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI.

Canada

WHMIS Hazard Symbol and Classification:



Class B – Corrosive material – Corrosive to skin

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the MSDS contains all the information required by the Controlled Products Regulations.

Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.

Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*
United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL)	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

*"Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.

**"No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

SECTION XVI - OTHER INFORMATION

Hazardous Material Information System (HMIS)

HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard 2 = MODERATE
 0 = INSIGNIFICANT 3 = HIGH
 1 = SLIGHT 4 = EXTREME



Splash Goggles



Gloves

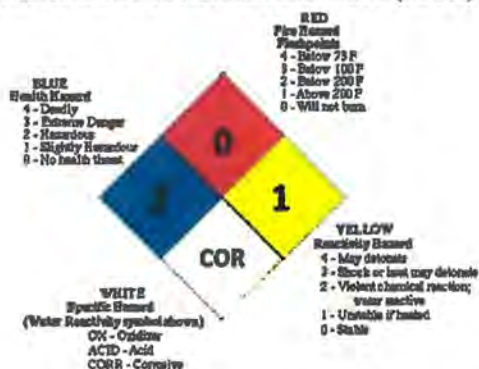


Protective Apron



Vapor Respirator

National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this MSDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.



ODYSSEY
MANUFACTURING CO.

Ultrachlor® Sodium Hypochlorite Specifications
12.5% Trade Percent Available Chlorine

As of 08/01/2017

Item	Guarantees	Typical Values
Chemical Formula:	NaOCl in Water	NaOCl in Water
Delivered Grams per Liter:	> 120 GPL	122 - 125 GPL
Delivered Trade Percent/Percent by Volume:	12.0	12.2 - 12.5
Specific Gravity Range:	1.159 - 1.169	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.2 - 0.4	0.25 - 0.35
pH:	12.5 - 13.0	12.6 - 12.9
Weight % Available Chlorine:	> 10.4	10.55 - 10.8
Weight % Sodium Hypochlorite:	> 10.8	11.0 - 11.3
lb/gallon Available Chlorine:	> 1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 1lb of Chlorine:	0.96 - 1 gallon	0.96 - 0.97 gallon
Iron (Fe):	< 0.30 mg/L	0.1 - 0.2 mg/L
Copper (Cu):	< 0.03 mg/L	Not detectable
Nickel (Ni):	< 0.03 mg/L	Not detectable
Manganese (Mn):	< 0.03 mg/L	Not detectable
Selenium (Se):	< 0.02 mg/L	Not detectable
Bromate:	< 20 mg/L	0 - 5 mg/L
Perchlorate (At time of manufacture):	< 10 mg/L	Not detectable
Chlorate (At time of manufacture):	< 2,000 mg/L	500 - 1,000 mg/L
Viscosity (Varies with temperature):	1.75 - 2.50 centipois	1.75 - 2.50 centipois
Specific Heat:	0.90 - 0.94 Cal./gm/deg C	0.91 - 0.93 Cal./gm/deg C
Thermal Conductivity:	0.2 - 0.4 W/m/deg C	0.3 - 0.35 W/m/deg C
Suspended Solids Test (e.g. Filter Test)	< 3 minutes	0.9 - 1.25 minutes
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid
Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-10.		

MANUFACTURERS OF ULTRA CHLOR

NSF International

RECOGNIZES

ODYSSEY MANUFACTURING COMPANY
TAMPA, FL

AS COMPLYING WITH ANSI/NSF 60.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



Certification Program
Accredited by the
American National
Standards Institute



Certification Program
Accredited by DCA,
the Dutch Council
for Accreditation

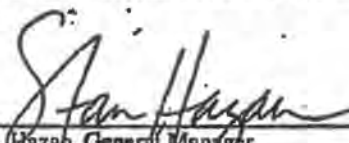


Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. To verify certification, call 800 NSF-MARK or (1) 734 763-8010.

May 4, 2000

Certificate #25070/25070B


Stan S. Hazan, General Manager
Drinking Water Additives



SAFETY DATA SHEET

Issue Date: 07-Feb-2013

Revision Date: 26-Apr-2021

Version 1

1. Identification

Product Identifier

Product Name: Ammonium Hydroxide 19% (NH₃)

Other means of Identification

Product Code: 32263

Synonyms: Aqua Ammonia; Ammonia water; Aqueous ammonia; Ammonium hydrate

UN/ID No: UN2672

Recommended use of the chemical and restrictions on use

Recommended Use: Industrial, Manufacturing or Laboratory use.

Restrictions on Use: None known

Details of the supplier of the safety data sheet

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

Emergency telephone number

Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

2. Hazard(s) Identification

Classification

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Acute toxicity - Oral	Category 4
Skin corrosion/irritation	Category 1 Sub-category B
Serious eye damage/eye irritation	Category 1
Specific target organ toxicity (single exposure)	Category 3
Corrosive to metals	Category 1

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

Signal word: Danger

Hazard statements:

Harmful if swallowed
Causes severe skin burns and eye damage
May cause respiratory irritation
May be corrosive to metals

**Precautionary Statements - Prevention:**

Wash face, hands and any exposed skin thoroughly after handling
Do not eat, drink or smoke when using this product
Do not breathe dusts or mists
Wear protective gloves/protective clothing/eye protection/face protection
Use only outdoors or in a well-ventilated area
Keep only in original container

Precautionary Statements - Response:

Immediately call a POISON CENTER or doctor
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
Immediately call a POISON CENTER or doctor
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower
Wash contaminated clothing before reuse
IF INHALED: Remove person to fresh air and keep comfortable for breathing
Immediately call a POISON CENTER or doctor
IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell
Rinse mouth
Do NOT induce vomiting
Absorb spillage to prevent material damage

Precautionary Statements - Storage:

Store locked up
Store in a well-ventilated place. Keep container tightly closed
Store in corrosion resistant container with a resistant inner liner

Precautionary Statements - Disposal:

Dispose of contents/container to an approved waste disposal plant

Unknown Acute toxicity: Not applicable

Other Information

Ammonium hydroxide is very volatile and may release ammonia as a gas. Ammonia vapor, in concentrations of 16-25% volume by weight in air, is flammable, toxic by inhalation and corrosive. Take all appropriate precautions.

3. Composition/Information on ingredients

Chemical name	CAS No.	Weight-%
Ammonium hydroxide	1336-21-6	37-41
Water	7732-18-5	Balance

Any concentration shown as a range is due to batch variation.

4. First-aid measures**Description of first aid measures****General advice**

Show this safety data sheet to the doctor in attendance. Immediate medical attention is required.

Inhalation

Remove to fresh air. If breathing has stopped, give artificial respiration. Get medical attention immediately. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way

	valve or other proper respiratory medical device. If breathing is difficult, (trained personnel should) give oxygen. Delayed pulmonary edema may occur. Get immediate medical advice/attention.
Eye contact	Rinse immediately with plenty of water, also under the eyelids, for at least 60 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Keep eye wide open while rinsing. Do not rub affected area. Get immediate medical advice/attention.
Skin contact	Rinse thoroughly for at least 60 minutes with tepid water. Destroy or thoroughly clean contaminated shoes. Do not rub or apply ointment on affected material. Get immediate medical advice/attention.
Ingestion	Clean mouth with water and drink afterwards plenty of water. Never give anything by mouth to an unconscious person. Do NOT induce vomiting. Get immediate medical advice/attention. If vomiting occurs spontaneously, keep head below hips to prevent aspiration.
Self-protection of the first aider	Avoid contact with skin, eyes or clothing. Wear personal protective clothing (see section 8). Ensure that medical personnel are aware of the material(s) involved, take precautions to protect themselves and prevent spread of contamination. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation.

Most important symptoms and effects, both acute and delayed

Symptoms Redness. Burning. May cause blindness. Coughing and/ or wheezing.

Indication of any immediate medical attention and special treatment needed

Note to physicians Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated. Do not give chemical antidotes. Asphyxia from glottal edema may occur. Marked decrease in blood pressure may occur with moist rales, frothy sputum, and high pulse pressure.

5. Fire-fighting measures

Suitable Extinguishing Media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Water may be used to cool containers and to knock down vapors in a fire situation. Dike fire control water for later disposal; do not scatter the material.
Large Fire	CAUTION: Use of water spray when fighting fire may be inefficient.
Unsuitable extinguishing media	Do not scatter spilled material with high pressure water streams.
Specific hazards arising from the chemical	The product causes burns of eyes, skin and mucous membranes. Thermal decomposition can lead to release of irritating gases and vapors. Ammonia hydroxide is non-combustible and non-explosive, but ammonia vapors released from solution can form explosive mixtures in air. Forms explosive compounds with calcium hypochlorite, bleaches, gold, mercury, silver, chlorine and other halogens. Contact with metals may evolve flammable hydrogen gas.
Hazardous combustion products	Ammonia. Nitrogen oxides (NO _x).
Explosion Data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures**Personal precautions, protective equipment and emergency procedures**

Personal precautions Avoid contact with skin, eyes or clothing. Ensure adequate ventilation. Use personal protective equipment as required. Corrosive material. Evacuate personnel to safe areas.

Keep people away from and upwind of spill/leak.

Other Information

Refer to protective measures listed in Sections 7 and 8.

Methods and material for containment and cleaning up**Methods for containment**

Prevent further leakage or spillage if safe to do so. Suppress vapors with water spray. Dike far ahead of spill to collect runoff water. Keep out of drains, sewers, ditches and waterways.

Methods for cleaning up

Dike far ahead of liquid spill for later disposal. Take up with inert, damp, non-combustible material using clean non-sparking tools and place into loosely covered plastic containers for later disposal. Clean contaminated surface thoroughly. After cleaning, flush away traces with water.

7. Handling and storage**Precautions for safe handling****Advice on safe handling**

Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. In case of insufficient ventilation, wear suitable respiratory equipment. Handle product only in closed system or provide appropriate exhaust ventilation. Do not eat, drink or smoke when using this product. Take off contaminated clothing and wash before reuse.

Conditions for safe storage, including any incompatibilities**Storage Conditions**

Keep containers tightly closed in a dry, cool and well-ventilated place. Protect from moisture. Store locked up. Keep out of the reach of children. Store away from other materials. Keep away from heat, sparks, flame and other sources of ignition (i.e., pilot lights, electric motors and static electricity). Detached outside storage is preferable. Keep in fireproof place.

Incompatible Materials

Oxidizing agent. Acids, Bases, Halogens. Nitromethane and other similar compounds. Hypochlorites. Corrosive to copper, zinc, and many metal surfaces.

8. Exposure controls/personal protection**Control parameters****Exposure Limits**

The following ingredients are the only ingredients of the product above the cut-off level (or level that contributes to the hazard classification of the mixture) which have an exposure limit applicable in the region for which this safety data sheet is intended or other recommended limit. At this time, the other relevant constituents have no known exposure limits from the sources listed here.

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Ammonium hydroxide 1336-21-6	TWA: 17 mg/m ³	-	-
Ammonia 7664-41-7	STEL: 35 ppm TWA: 25 ppm	TWA: 50 ppm TWA: 35 mg/m ³ (vacated) STEL: 35 ppm (vacated) STEL: 27 mg/m ³	IDLH: 300 ppm TWA: 25 ppm TWA: 18 mg/m ³ STEL: 35 ppm STEL: 27 mg/m ³

Appropriate engineering controls**Engineering controls**

Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Face protection shield. Tight sealing safety goggles.

Hand protection

Wear suitable gloves. Impervious gloves.

Skin and body protection

Wear suitable protective clothing. Long sleeved clothing. Chemical resistant apron.

Respiratory protection	No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required.
Environmental exposure controls	Do not allow into any sewer, on the ground or into any body of water. Local authorities should be advised if significant spillages cannot be contained.
General hygiene considerations	Wear suitable gloves and eye/face protection. Do not eat, drink or smoke when using this product. Regular cleaning of equipment, work area and clothing is recommended. Avoid contact with skin, eyes or clothing. Remove and wash contaminated clothing and gloves, including the inside, before re-use. Contaminated work clothing should not be allowed out of the workplace. Wash hands before breaks and immediately after handling the product. Barrier creams should not be applied after exposure has occurred. Keep away from food, drink and animal feeding stuffs.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical State:	Liquid
Appearance:	Clear
Color:	Colorless
Odor:	Pungent
Odor Threshold:	No information available
pH:	No information available
Salt Out Point:	No information available
Melting Point/Freezing Point:	-40 °C / -40 °F
Boiling Point/Boiling Range:	No information available
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
Vapor Pressure (mm Hg):	No information available
Vapor density (Air =1):	No information available
Specific Gravity (H₂O=1):	0.929
Water Solubility:	Completely soluble
Solubility(ies):	No information available
Partition Coefficient (n-octanol/water):	No information available
Autoignition Temperature:	No information available
Decomposition Temperature:	No information available
Kinematic Viscosity:	No information available
Dynamic Viscosity:	No information available

Other information

Explosive properties	No information available
Oxidizing properties	No information available
Molecular Weight:	35.04

10. Stability and reactivity

Reactivity	Contact with metals may evolve flammable hydrogen gas. Releases heat and toxic, irritating vapors when mixed with water. Reacts with acids and oxidizers. Reacts with many heavy metals, their salts, haloens, and hypochlorites forming explosive compounds.
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	Ammonium hydroxide will react exothermically with acids. Ammonia vapors are released when heated. Contact with chlorine may form chloramine gas, which is a skin irritant and sensitizer.
Conditions to avoid	Exposure to air or moisture over prolonged periods. Extremes of temperature and direct

sunlight. Keep away from open flames, hot surfaces and sources of ignition.

Incompatible Materials

Oxidizing agent. Acids. Bases. Halogens. Nitromethane and other similar compounds. Hypochlorites. Corrosive to copper, zinc, and many metal surfaces.

Hazardous decomposition products Ammonia. Nitrogen oxides (NO_x). Carbon oxides.

11. Toxicological information

Information on likely routes of exposure

Product Information

Inhalation

Specific test data for the substance or mixture is not available. Corrosive by inhalation. (based on components). Inhalation of corrosive fumes/gases may cause coughing, choking, headache, dizziness, and weakness for several hours. Pulmonary edema may occur with tightness in the chest, shortness of breath, bluish skin, decreased blood pressure, and increased heart rate. Inhaled corrosive substances can lead to a toxic edema of the lungs. Pulmonary edema can be fatal.

Eye contact

Specific test data for the substance or mixture is not available. Causes burns. (based on components). Corrosive to the eyes and may cause severe damage including blindness. Causes serious eye damage. May cause irreversible damage to eyes.

Skin contact

Specific test data for the substance or mixture is not available. Causes severe burns.

Ingestion

Specific test data for the substance or mixture is not available. Causes burns. (based on components). Ingestion causes burns of the upper digestive and respiratory tracts. May cause severe burning pain in the mouth and stomach with vomiting and diarrhea of dark blood. Blood pressure may decrease. Brownish or yellowish stains may be seen around the mouth. Swelling of the throat may cause shortness of breath and choking. May cause lung damage if swallowed. May be fatal if swallowed and enters airways.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms

Redness. Burning. May cause blindness. Coughing and/ or wheezing.

Numerical measures of toxicity

Not applicable

Acute Toxicity:

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral) 853.70 mg/kg

Component Information

Chemical name	Oral LD ₅₀ :	Dermal LD ₅₀ :	LC ₅₀ (Lethal Concentration) :
Ammonium hydroxide 1336-21-6	= 350 mg/kg (Rat)	-	-
Water 7732-18-5	> 90 mL/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation

Causes severe burns.

Serious eye damage/eye irritation

Classification based on data available for ingredients. Causes burns. Risk of serious damage to eyes.

Respiratory or skin sensitization

No information available.

Germ cell mutagenicity

No information available.

Carcinogenicity

This product does not contain any carcinogens or potential carcinogens as listed by OSHA,

IARC or NTP.

Reproductive toxicity No information available.

STOT - single exposure No information available.

STOT - repeated exposure No information available.

Aspiration hazard No information available.

Other Adverse Effects: No information available.

12. Ecological Information

Ecotoxicity The environmental impact of this product has not been fully investigated.

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
Ammonium hydroxide 1336-21-6	-	8.2 mg/L (LC50 96 h - Pimephales promelas)	-	0.66 mg/L (EC50 48 h - water flea) 0.66 mg/L (EC50 48 h - Daphnia pulex)

Persistence and Degradability: No information available.

Bioaccumulation: There is no data for this product.

Mobility: No information available.

Other Adverse Effects: No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.

Contaminated packaging Do not reuse empty containers.

14. Transport information

DOT

UN/ID No	UN2672
Proper shipping name	AMMONIA SOLUTION
Hazard Class	8
Packing Group	III
Description	UN2672, AMMONIA SOLUTION, 8, PG III, MARINE POLLUTANT



15. Regulatory Information

International Inventories

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Ammonium hydroxide 1336-21-6	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Water 7732-18-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

AICS - Australian Inventory of Chemical Substances

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

US Federal Regulations

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 hydroxide 1336-21-6	1.0

SARA 311/312 Hazard Categories

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302).

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	SARA Extremely Hazardous Substances TPQ
Ammonium hydroxide 1336-21-6	1000 lb	-	

Clean Water Act (CWA)

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Ammonium hydroxide 1336-21-6	1000 lb	-	-	X

OSHA - Process Safety Management - Highly Hazardous Chemicals

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information

NSF/ANSI 60 Certification



Certified to
NSF/ANSI 60

Maximum Use (mg/L unless
otherwise indicated): 15

Prepared By:	HSE Department
Issue Date:	07-Feb-2013
Revision Date:	26-Apr-2021
Revision Note:	Format change, Reviewed and Re-issued.

Disclaimer:

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 given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



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

PRODUCT DATA SHEET

Ammonium Hydroxide 19% (as NH₃)

PDS - 1017; REVISION 05
EFFECTIVE DATE: 10 JUL 19

General Characteristics:

Appearance: Clear, colorless; free of turbidity and visible foreign matter
Odor: Highly pungent
Synonyms: Aqua Ammonia, Ammonia Liquor
Chemical Formula: NH₄OH
Molecular Weight: 35.04
CAS #: 1336-21-6
Shelf Life: 365 days
Storage Recommendations: 55 - 95° F, vented

Standard Specifications:

COMPONENT	SPECIFICATION
Ammonia, wt. %	18.0 - 20.0
Iron (as Fe), ppm	≤ 2
Arsenic (as As), ppm	≤ 0.25
Heavy Metals (as Pb), ppm	≤ 5.0
Lead (as Pb), ppm	≤ 0.25

Physical Properties:

COMPONENT	SPECIFICATION
Specific Gravity, 60° F	0.9250 - 0.9325

Additional Information:

AWWA Certification: Product complies with AWWA B306-15 Standard.

Bioterrorism Act of 2002: All appropriate Hawkins, Inc. facilities are registered with the FDA per the Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

Country of Origin: Product is manufactured in the United States.

NSF Certification: Certified to NSF ANSI/Std. 60 with a maximum use level of 15 mg/L.

Notice for Product Numbers: 2778, 32235, 32263, 36141, 42667, 56112, 45554, 59219 ("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.

CONTRACT NO. 2024-06

**LETTER AGREEMENT FOR
BULK WATER TREATMENT CHEMICALS
BETWEEN HAWKINS, INC. AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT is made entered into by and between Hawkins, Inc., a foreign limited liability company authorized to do business in the State of Florida, ("Contractor"), 2263 Clark Street, Apopka, Florida 32703, and the City of Bunnell ("City"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110.

WHEREAS, Contractor executed Chemicals for Water Treatment Plants Contract No PCB22-73 ("Contract") with the City of Panama City Beach ("PCB"), Florida effective on September 25, 2022; and

WHEREAS, PCB is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City was and continues to be in need of bulk chemicals similar to the services Contractor was and continues to provide PCB, which would allow compliance with the standards and regulations of any Federal and/or State and/or regulatory agencies; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, a complete copy of Hawkins, Inc.'s original Bid/RFP, a copy of PCB's award letter, memo, agenda item to the Contractor and a copy of the Contractor's proposal has been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

WHEREAS, the Bunnell City Commission finds the Contract was competitively bid by PCB with procedural guarantees of fairness and competitiveness equivalent to those of Bunnell; 2) the Contractor authorized Bunnell to "piggyback" on the competitive pricing of Sodium Bisulfite at \$5.35/gal as provided to PCB in the Contract; and 3) it was in the best interest of the residents of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained in the Contract; and

WHEREAS, Bunnell City Commission further finds the criteria in Section 2-118(b) of the Bunnell Code of Ordinances is satisfied and the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in the Contract, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Standard Terms. The terms and conditions of the Contract, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of the Contract and this Agreement, the terms and conditions contained in this Agreement shall prevail.

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold Bunnell harmless against any and all claims, damage awards, and causes of action arising from Contractor’s failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys’ fees and costs arising therefrom. Contractor authorizes Bunnell to seek declaratory, injunctive, or other appropriate relief against Contractor in Flagler County Circuit Court on an expedited basis to enforce the requirements of this term.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification provided by Bunnell specified in the Agreement shall not be construed as a waiver of Bunnell’s sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Bunnell in the Agreement in derogation hereof shall be void and of no force or effect.

5. Insurance. City of Bunnell shall be substituted for the City of Panama City Beach in all insurance matters contained in Section 2.h. of the Contract and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate Bunnell as a certificate holder as follows:

City of Bunnell
Attention: City Manager
604 E Moody Blvd. Unit 6
Bunnell, FL 32110

6. Notice. Notice, as addressed in Section 34 of the Contract, when required to be provided to Bunnell shall be provided to the City Manager.

7. Payment. Bunnell shall pay the Contractor in accordance with Bunnell's finance policy and Florida law at the rates contained in the Contract.

8. Mediation. Each party shall pay for any costs it incurs related to mediation, with the exception of the fee for the mediator's services, which shall be paid equally by both parties. Neither party shall be responsible for payment of a mediator's travel expenses unless otherwise agreed to in writing.

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Contact Person. The primary contact person under this Agreement for Bunnell shall be Dustin Vost, Infrastructure Director, PO Box 756, Bunnell, FL 32110 (dvost@bunnellcity.us).

11. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

12. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, 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. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

HAWKINS, INC.

Print Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2024, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: February 12, 2024

Approved as to Legal Form

Vose Law Firm, City Attorney

Attest

Kristen Bates, City Clerk



City of
Panama City Beach

PCB Utilities Dept.
17007 PCB Parkway
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5116
www.pcbfl.gov

August 3, 2023

Hawkins, Inc.
2263 Clark Street
Apopka, FL 32703

RE: Extension of Contract – Resolution 22-198, Liquid Sodium Bisulfite Bulk Chemical/
Hawkins, Inc. (Agreement dated September 25, 2022)

This letter is to serve as notice of the City's intent to exercise its option to renew the current Liquid Sodium Bisulfite Bulk Chemical contract between the City of Panama City Beach and Hawkins, Inc. All terms and conditions within this extension will continue pursuant to the general section of the agreement. This letter will extend the current agreement until September 25, 2024.

If you are prepared to extend this agreement, please indicate your acceptance below by signing and dating your signature on the lines provided below. We look forward to continuing our relationship in the upcoming renewal period. Please advise if you have any questions regarding this matter.

Sincerely,

Leah Bailey, CAP
Utilities Business Manager

Accepted and Agreed

Hawkins, Inc.

Raymond Pool / Regional Manager

09/18/2023

CC:
Mark Shaeffer, P.E.
Carrie Jagers, FPC

Mayor
Mark Sheldon

Vice Mayor
Paul Casto

Ward 2
Phil Chester

Ward 3
Mary Coburn

Ward 4
Michael Jarman

City Manager
Drew Whitman

Home of the world's most beautiful beaches.

RESOLUTION NO. 22-198

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HAWKINS, INC. FOR THE PURCHASE OF LIQUID SODIUM BISULFITE, IN THE ESTIMATED ANNUAL AMOUNT OF \$96,300.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement with Hawkins, Inc., relating to the purchase of liquid sodium bisulfite for wastewater treatment, at the unit price of \$5.35/gallon, (for an estimated annual amount of Ninety-Six Thousand, Three Hundred Dollars (\$96,300), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

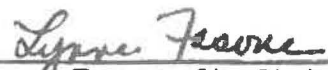
THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 25th day of August, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

PCB22-73 ITB BULK CHEMICAL PURCHASE – SODIUM BISULFITE

BID PROPOSAL FORM – REVISED – July 26, 2022

TO: City of Panama City Beach, Florida

SUBMITTED: August 10, 2022.

PCB22-73 ITB Bulk Chemical Purchase – Liquid Sodium Bisulfite

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit prices listed, to furnish all labor and equipment for various brass fittings, meter boxes, and appurtenances, in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Base Bid:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Annual Quantity</u>	<u>TOTAL Bid Amount</u>
1	Liquid Sodium Bisulfite	GAL	\$ <u>5³⁵</u>	18,000	\$ <u>96,300⁰⁰</u>

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. All prices are to be quoted FOB DESTINATION - FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB City of Panama City Beach, Conservation Park.
3. The City reserves the right to reject any and all bids received.

PCB22-73 ITB BULK CHEMICAL PURCHASE – SODIUM BISULFITE

BIDDER:

Hawkins, Inc.

Name of Business

2263 Clark St, Apopka, FL 32703

Address

chuck.pool@hawkinsinc.com

Email Address

Raymond Pool

Name of Bidder

800-330-1369

Phone Number

08/04/2022

Date

RESOLUTION NO. 22-198

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HAWKINS, INC. FOR THE PURCHASE OF LIQUID SODIUM BISULFITE, IN THE ESTIMATED ANNUAL AMOUNT OF \$96,300.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement with Hawkins, Inc., relating to the purchase of liquid sodium bisulfite for wastewater treatment, at the unit price of \$5.35/gallon, (for an estimated annual amount of Ninety-Six Thousand, Three Hundred Dollars (\$96,300), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 25th day of August, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

NOTICE TO AWARD

TO: Hawkins, Inc.
2263 Clark St
Apopka, FL 32703

BID NUMBER: PCB22-73

PRODUCT DESCRIPTION:

Bulk Chemical Purchase - Liquid Sodium Bisulfite

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product in response to its Advertisement for Bids dated _____, 2022 and associated Information for Bidders.

You are hereby notified that your Bid at the unit price of \$ 5.35/gallon has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this 13TH day of 2022.
September

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

CITY OF PANAMA CITY BEACH

Owner

By 

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By 

This the 31st day of August, 2022

Name Raymond Pool

Title Regional Manager

[END OF NOTICE OF AWARD]



City of
Panama City Beach

PCB Utilities Dept.
17007 PCB Parkway
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5116
www.pcbfl.gov

August 3, 2023

Hawkins, Inc.
2263 Clark Street
Apopka, FL 32703

RE: Extension of Contract – Resolution 22-198, Liquid Sodium Bisulfite Bulk Chemical/
Hawkins, Inc. (Agreement dated September 25, 2022)

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If you are prepared to extend this agreement, please indicate your acceptance below by signing and dating your signature on the lines provided below. We look forward to continuing our relationship in the upcoming renewal period. Please advise if you have any questions regarding this matter.

Sincerely,

Leah Bailey, CAP
Utilities Business Manager

Accepted and Agreed

Hawkins, Inc.

Raymond Pool / Regional Manager

09/18/2023

CC:
Mark Shaeffer, P.E.
Carrie Jagers, FPC

Mayor
Mark Sheldon

Vice Mayor
Paul Casto

Ward 2
Phil Chester

Ward 3
Mary Coburn

Ward 4
Michael Jarman

City Manager
Drew Whitman

Home of the world's most beautiful beaches.

RESOLUTION NO. 22-198

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HAWKINS, INC. FOR THE PURCHASE OF LIQUID SODIUM BISULFITE, IN THE ESTIMATED ANNUAL AMOUNT OF \$96,300.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement with Hawkins, Inc., relating to the purchase of liquid sodium bisulfite for wastewater treatment, at the unit price of \$5.35/gallon, (for an estimated annual amount of Ninety-Six Thousand, Three Hundred Dollars (\$96,300), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

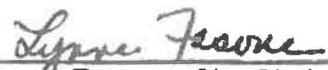
THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 25th day of August, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

PCB22-73 ITB BULK CHEMICAL PURCHASE – SODIUM BISULFITE

BID PROPOSAL FORM – REVISED – July 26, 2022

TO: City of Panama City Beach, Florida

SUBMITTED: August 10, 2022.

PCB22-73 ITB Bulk Chemical Purchase – Liquid Sodium Bisulfite

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit prices listed, to furnish all labor and equipment for various brass fittings, meter boxes, and appurtenances, in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Base Bid:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Annual Quantity</u>	<u>TOTAL Bid Amount</u>
1	Liquid Sodium Bisulfite	GAL	\$ <u>5.35</u>	18,000	\$ <u>96,300⁰⁰</u>

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. All prices are to be quoted FOB DESTINATION - FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB City of Panama City Beach, Conservation Park.
3. The City reserves the right to reject any and all bids received.

PCB22-73 ITB BULK CHEMICAL PURCHASE – SODIUM BISULFITE

BIDDER:

Hawkins, Inc.

Name of Business

2263 Clark St, Apopka, FL 32703

Address

chuck.pool@hawkinsinc.com

Email Address

Raymond Pool

Name of Bidder

800-330-1369

Phone Number

08/04/2022

Date

RESOLUTION NO. 22-198

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HAWKINS, INC. FOR THE PURCHASE OF LIQUID SODIUM BISULFITE, IN THE ESTIMATED ANNUAL AMOUNT OF \$96,300.

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THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 25th day of August, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

NOTICE TO AWARD

TO: Hawkins, Inc.
2263 Clark St
Apopka, FL 32703

BID NUMBER: PCB22-73

PRODUCT DESCRIPTION:

Bulk Chemical Purchase - Liquid Sodium Bisulfite

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product in response to its Advertisement for Bids dated _____, 2022 and associated Information for Bidders.

You are hereby notified that your Bid at the unit price of \$ 5.35/gallon has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this 13TH day of 2022.
September

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

CITY OF PANAMA CITY BEACH

Owner

By 

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By 

This the 31st day of August, 2022

Name Raymond Pool

Title Regional Manager

[END OF NOTICE OF AWARD]



CITY OF PANAMA CITY BEACH

July 26, 2022

ADDENDUM NO. 1

PCB22-73 ITB

Bulk Chemical Purchase – Liquid Sodium Bisulfite

REVISION: Section VIII. Delivery Requirements is revised as follows:

I. Delivery Locations

Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of the City of Panama City Beach. Liquid Sodium Bisulfite consumption at the City of Panama City Beach Conservation Park location is an estimate only and the City of Panama City Beach shall not be bound by these amounts in its contract with Contractor. At its Conservation Park site, the City of Panama City Beach projects to use ~~21,000~~ **18,000** gallons of **sodium bisulfite** delivered each year but does not guarantee quantities.

Deliver to: The City of Panama City Beach Conservation Park, 100 Conservation Drive, Panama City Beach, Florida, 32418. The City of Panama City Beach has one (1) 3,000-gallon storage tank.

~~Minimum Delivery Requirement is 1,000 gallons.~~

Minimum Delivery Requirement – The City requires a minimum delivery frequency of at least every two weeks.

See Revised BID PROPOSAL FORM – ADDENDUM 2

QUESTIONS:

1. Who is the current supplier of sodium bisulfite (bulk)?

A. Hawkins

2. What are you currently paying per gallon?

A. \$5.187 per gallon

3. It says that the city has one 3,000 gallon tank. It says the city projects to use 21,000 gallons. The bid is defaulted at 15,000 gallons. Do we put in a bid for the price at 15,000 gallons, and if so how often would the shipments be made and how many gallons per shipment (above the minimum of 1,000 gallons listed)?

A. Current operation is to receive one (1) 330 gallon tote per week for an approximate monthly total of 1,500 gallons, which the City has found satisfactory.

BID PROPOSAL FORM – REVISED – July 26, 2022

TO: City of Panama City Beach, Florida

SUBMITTED: _____, 2022.

PCB22-73 ITB Bulk Chemical Purchase – Liquid Sodium Bisulfite

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit prices listed, to furnish all labor and equipment for various brass fittings, meter boxes, and appurtenances, in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Base Bid:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Annual Quantity</u>	<u>TOTAL Bid Amount</u>
1	Liquid Sodium Bisulfite	GAL	\$ _____	18,000	\$ _____

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. All prices are to be quoted FOB DESTINATION - FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB City of Panama City Beach, Conservation Park.
3. The City reserves the right to reject any and all bids received.

PCB22-73 ITB BULK CHEMICAL PURCHASE – SODIUM BISULFITE

BIDDER:

Name of Business

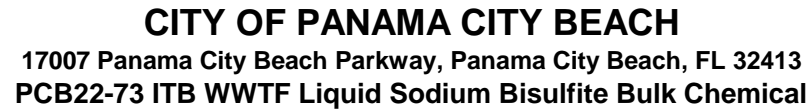
Name of Bidder

Address

Phone Number

Email Address

Date



10:00AM

[illegible]



PCB22-73
INVITATION TO BID
BULK CHEMICAL PURCHASE –
LIQUID SODIUM BISULFITE

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

July 20, 2022

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ADVERTISEMENT TO BID
PCB22-73 ITB LIQUID BULK CHEMICAL PURCHASE-
LIQUID SODIUM BISULFITE

The City of Panama City Beach is requesting sealed Bids to furnish and deliver **liquid sodium bisulfite** for the Utilities Department. The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

All Bids must be received no later than **Wednesday, August 10, 2022, at 10:00 AM CDT** at which time all Bids will be publicly opened and read.

Bid Documents may be downloaded online at www.demandstar.com and on [the City's website at https://www.pcbfl.gov/about-us/rfp-posts-list](https://www.pcbfl.gov/about-us/rfp-posts-list) starting on **July 20, 2022**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternately, one original and one copy along with a CD or flash drive may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB22-73 ITB Bulk Chemical Purchase** on the package. Receipt of a Bid by any Panama City Beach Office, receptionist, or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All paper Bids shall be sealed and delivered or mailed to:

City of Panama City Beach City Hall
ATTN: Purchasing Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

The City of Panama City Beach ("City") reserves the right to reject any and all Bids. All Bids shall be firm (including all equipment and labor) and fixed for a period of 60 days after opening.

BIDDERS must submit all questions, if any, in writing at least seven (7) days prior to the BID date. If necessary, questions will be answered as ADDENDA and will be issued to the Contract Documents and posted on the City's website. It is the sole responsibility of the bidder to determine if any addenda have been issued.

Any and all questions regarding the Bidding documents shall be directed to City of Panama City Beach Purchasing Manager: **Carrie Jagers, Phone: 850-233-5100 or email: Purchasing@pcbfl.gov**.

The City may award a contract to the lowest fully responsive and responsible bidder for each chemical; provided, that the City may award the contract to a bidder other than

the lowest bidder should it find the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City shall state the reasons upon which such award was made.

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INFORMATION FOR BIDDERS

It is the intention of this Invitation to Bid (ITB) to find a company that can supply the bulk chemical described in this solicitation, and also provide an estimated delivery date.

BID DUE DATE & TIME: Wednesday, August 10, 2022, at 10:00 AM CDT. Bid packages shall be submitted electronically through DemandStar, mailed or hand-delivered to City Hall, located at 17007 Panama City Beach Parkway, Panama City Beach Florida 32413. Bids are to be received NO LATER THAN 10:00 A.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp in the City Hall or on DemandStar will be the official authority for determining late Bids.

NOTE: Bids will be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at 10:00AM on, Thursday, August 10, 2022. The location of the opening will be the City Council Room, City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

All paper Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, **PCB22-73 ITB BULK CHEMICAL PURCHASE**, Bidder's name and return address should be clearly identified on the outside of the package.

Bidders submitting paper Bids must submit two (2) complete Bid responses (one (1) original and one (1) copy) along with a digital copy (USB preferred) which must include all the required documentation:

A complete BID response shall consist of the following executed required documents:

1. Bid Form
2. Drug Free Workplace
3. Public Entity Crime Statement
4. E-Verify Form
5. Conflict of Interest
6. Non-Collusion Affidavit

Additional reference document:

1. Notice of Award

The City may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn by the BIDDER prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

BIDDERS must submit all questions, if any, in writing at least seven (7) days prior to the BID date. If necessary, questions will be answered as ADDENDA and will be issued to the Contract Documents and posted on the City's website. It is the sole responsibility of the bidder to determine if any addenda have been issued.

SCOPE OF WORK

1. General Information

- A. The intent and purpose of this specification document (the "Specification") is for the Contractor to furnish and deliver liquid Sodium Bisulfite (NaHSO_3) which is nominally 38 percent by weight in an aqueous solution, FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B601-05 for Bisulfite, except as modified or supplemented herein, to the City of Panama City Beach Conservation Park Facility.
- B. Sealed bids may be submitted in person at the Purchasing Department at 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, or via U. S. mail or courier service. Sealed bids must be plainly marked, **PCB22-73 ITB BULK CHEMICAL PURCHASE**. Only bids submitted on the Bid Proposal Form provided with this invitation will be considered responsive. The Purchasing Manager must receive all bids before 10:00AM, (CDT) on August 10, 2022, at which time all bids will be opened and read aloud. Bids received after the stated time will be refused. It is the sole responsibility of the bidder to ensure the bid is received on time. The clock in the Purchasing Office will determine the bid closing time. Bidders should be conscious of delays with all courier services.
- C. The City of Panama City Beach (herein referred to as the "City") reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid and to award a contract deemed to be in the best interest of the City.
- D. Bid Documents are open to public inspection at the City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, our website at www.pcbfl.gov or www.demandstar.com.
- E. Questions or inquiries regarding the meaning or interpretation of any of the provisions of this Invitation for Bids must be emailed. Please direct all questions to Purchasing Manager, Carrie Jagers at purchasing@pcbfl.gov. All written inquiries and responses will be submitted as addenda and posted on the City's website. **Questions must be submitted by 4:00 PM August 3, 2022.**
- F. Interested parties are encouraged to register with E-Notification at the City's website to ensure notification of postings or through DemandStar.
- G. Contact with any other City officials or employee other than the Purchasing Manager for questions regarding this bid or the meaning and interpretation of these specifications shall be grounds for disqualification.
- H. Each bidder shall become fully informed as to the extent and character of the product required prior to submitting a bid. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be

done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.

- I. The Bidder acknowledges that the City is a Florida municipal corporation and subject to the Florida Public Records Law. The Bidder agrees that to the extent any document produced under this agreement constitutes a public record the Bidder shall comply with Florida Statutes, Chapter 119.
- J. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

I. Terms of Contract

- A. This is a unit price bid for bulk chemical purchase and delivery of liquid sodium bisulfite.
- B. This is an annual contract, with the option for two renewable one-year terms.
- C. It shall be the responsibility of each firm to assure compliance with any Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and any other federal, state, and City rules, regulations, or other requirements, as each may apply. All firms are requested to submit MSDS with their bids.
- D. It is agreed that the City may terminate this agreement at any time for cause and may terminate the agreement with or without cause by giving at least thirty (30) days prior written notice to Bidder.
- E. Bidder shall be deemed an independent Contractor as to the product requested and not an agent or servant in the employ of the City.

- II. **Product Specification:** Each prospective Bidder shall submit a product specification with its bid outlining as a minimum the following information: pH, specific gravity, weight percent of the sodium bisulfite and visual clarity or color. Failure to submit a Product Specification that meets the minimum Specification shall result in Bidder being disqualified.

Other Samples: Further, the City of Panama City Beach reserves the right to take

samples from Bidder's other customers or to witness a delivery by Bidder to ensure that the Bidder's sample and delivery equipment is in compliance with all the requirements of this Specification. Any sample pulled from Bidder's other customers shall be judged representative of the Bidder's quality. The Bidder shall provide a customer contact and phone number whereby the City of Panama City Beach may obtain sample of Bidder's product to check it for compliance with the Specification.

- III. **References:** Each prospective Bidder shall submit a list of at least five (5) references to include phone numbers that use or have used its sodium bisulfite at their wastewater treatment plants in the past five (5) years. The Reference List shall list actual users at the wastewater plants and not purchasing agents.

Additionally, each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past ten (10) years. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past ten (10) years.

- IV. **Emergency Response Plans:** As part of its proposal, each Bidder shall provide a detailed Emergency Response Plan to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency (such as an immediate delivery). The plan shall include the location of the Bidder's closest facility and the response time to be on-site. Additionally, the plan shall include provisions where Bidder stockpiles or stores product and should validate its ability to make quick-response emergency deliveries.

- V. **Safety and Reliability:** As part of assessing the Bidder's reliability and safety record, the prospective Bidder shall submit a copy of its OSHA Form 300A/300 logs for the past five (5) years (if the Bidder utilizes a third-party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well). The City of Panama City Beach may require a site visit to the Bidder's manufacturing and/or distribution facilities to assess their safety and reliability as part of the bid evaluation process.

- VI. **Pricing** - All pricing shall be in terms of a price per gallon (freight prepaid FOB to the City's Conservation Park facility). The price of the sodium Bisulfite shall be fixed for the Initial Term of this agreement and shall not be subject to any price escalation or fuel surcharges (the "Base Price"). If the parties agree to renew the agreement, the City of Panama City Beach may consider a price change in any of the renewal years based on verifiable changes in the marketplace.

VII. Delivery Requirements

Contractor shall make “normal” deliveries within seven (7) calendar (i.e., not “working” days) days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City of Panama City Beach from running out of sodium bisulfite in less than 24 hours. The City of Panama City Beach shall endeavor to minimize the number of “emergency” deliveries.

All deliveries of liquid sodium bisulfite shall be freight prepaid, F.O.B. to City’s Conservation Park Facility. Delivery time of day shall be arranged upon placement of order so the driver can gain access to the facility.

All deliveries of liquid sodium bisulfite shall be made by properly cleaned carrier tank truck to the locations specified in paragraph 5 below.

Packaging and shipment of liquid sodium bisulfite shall conform to all current regulations of the State of Florida, the United States Department of Transportation, and all other applicable regulatory agencies. All delivery personnel must have company cell phones to facilitate deliveries. The City of Panama City Beach reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.

The Contractor shall be responsible for pumping liquid sodium bisulfite into the storage tank at the delivery site and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently “offload” the liquid sodium bisulfite into designated storage tank. Contractor shall be responsible for ascertaining the correct storage tank and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor’s delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel’s constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City of Panama City Beach reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium bisulfite.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor’s product or impede the unloading process. It is the Contractor’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium bisulfite shall be supplied by the Contractor and shall be clean and free from contaminating material. The City of Panama City Beach may reject a load if the equipment is not properly cleaned. The Contractor shall furnish the City of Panama City Beach an approved, leak-free connection device between the trailer

and its intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium bisulfite. If the spill is not cleaned up, the City of Panama City Beach will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the City of Panama City Beach's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by the City of Panama City Beach during the delivery. Failure to show proper license shall result in rejection of delivery and subsequent possible termination of the Contractor's supply agreement.

Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within twenty-four (24) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time will constitute failure to comply with the delivery requirements set forth in this document.

VIII. Delivery Locations

Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of the City of Panama City Beach. Liquid Sodium Bisulfite consumption at the City of Panama City Beach Conservation Park location is an estimate only and the City of Panama City Beach shall not be bound by these amounts in its contract with Contractor. At its Conservation Park site, the City of Panama City Beach projects to use **21,000 gallons of sodium bisulfite** delivered each year but does not guarantee quantities.

Deliver to: The City of Panama City Beach Conservation Park, 100 Conservation Drive, Panama City Beach, Florida, 32418. The City of Panama City Beach has one (1) 3,000-gallon storage tank.

Minimum Delivery Requirement is 1,000 gallons.

IX. Product Material Requirements

Sodium Bisulfite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B601-05 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the Contractor to inform the City of Panama City Beach that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between the City of Panama City Beach and Contractor.

Liquid sodium Bisulfite delivered under this Specification shall have a minimum of 36% by weight and a maximum of 39% by weight sodium bisulfite and shall be consistent as determined by chemical analysis.

Product shall be a yellow straw-colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health.

Liquid sodium bisulfite delivered under this Specification shall have a pH of 3.8 to 6.6. Liquid sodium bisulfite delivered under this Specification shall have a specific gravity of 1.29 to 1.32 (referenced to 20 degrees Celsius).

X. QA, Safety & Training

All Sampling and Testing shall be in accordance with EPA and AWWA B601-05 standards. The Contractor's delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of the City of Panama City Beach, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid sodium Bisulfite before the shipment is unloaded. The City of Panama City Beach will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the City of Panama City Beach. The sample shall be considered representative of the lot. The City of Panama City Beach reserves the right to subject samples of the liquid sodium Bisulfite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium Bisulfite, pH, and clarity. Any lot tested by the City that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for Bisulfite that is rejected. The Contractor or its subcontractors shall allow 30 minutes for this testing to be completed. If testing cannot be completed within the 30-minute period, the City of Panama City Beach shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have twenty-four (24) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time, the City of Panama City Beach has the right to procure a shipment from another source and this will failure to deliver shall constitute a second rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Contractor's supply contract with the City of Panama City Beach.

Sampling and Test of Shipment After Unloading. The City of Panama City Beach reserves the right to subject samples of the liquid sodium Bisulfite to complete

analyses to ensure that it meets EPA specifications, AWWA B601-05 specifications and the Specification. Three failures shall constitute automatic termination of the Contractor's supply contract with the City of Panama City Beach.

Manufacturer's Laboratory Delivery Reports - A certified report from the manufacturer shall be submitted for each liquid sodium Bisulfite delivery to the City of Panama City Beach. The report shall contain the following data:

- Date Shipped
- Percent by Weight Sodium Bisulfite
- pH
- Specific Gravity (@20-degrees Celsius temperature)
- Visual Clarity or Color

No deliveries will be accepted by the City of Panama City Beach unless accompanied by said certified laboratory report for the specific batch of liquid sodium Bisulfite delivered showing the above data and that it conforms to the Specification. Failure to comply with this provision three (3) times during the contract period shall constitute sufficient grounds for termination of the contract between the City of Panama City Beach and Contractor.

XI. Occupational Health and Safety

Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles, and rubber gloves when handling hoses and valves. Contractor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills.

Material Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosivity and reactivity.
 - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - The primary routes of entry and symptoms of overexposure.

- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:
Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center, Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

The Contractor shall provide an appropriate safe handling training course for liquid sodium bisulfite within the first month of the contract, to all current City operations personnel and shall be available to conduct "refresher" courses or new employee training at twelve (12) month intervals during the contract period. The Contractor shall provide this assistance at no charge to the City of Panama City Beach.

The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludges produced by the application of liquid sodium bisulfite in the wastewater treatment process. The Contractor shall provide this assistance at no charge to the City of Panama City Beach.

XII. Payment

- A. Payment will be made 30 days after product is delivered and inspected.
- B. The City shall determine the quality, and acceptability of the product prior to payment. The City shall decide finally and conclusively any differences that may arise as to the interpretation of the specifications or the fulfillment of the terms of the Contract.

XIII. Indemnification

The Bidder shall indemnify and save harmless forever, the City of Panama City Beach, Florida, and its agents, from all charges or claims resulting from such accidents or

injuries or from any act, omission, or neglect by himself or his employees, as well as from all claims for patent rights or fees, or from claims arising from use of the product. The Bidder shall become defendant in every suit brought against the City for any such amount as it may determine to be required to pay the expenses and damages arising from any of said causes, or in case no money is due, the Bidder's surety shall be held until such suits, actions, or claims for injuries or damages shall have been settled, and suitable evidence to that effect furnished to the City.

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II. GENERAL CONDITIONS

ADDENDUM : If it becomes necessary to revise or amend any part of this Invitation for Bid, the City's Purchasing Manager will furnish the revision by written Addendum through the City's solicitation hosting software linked on the City's website. Addenda information will be posted online at the City of Panama City Beach website: <https://www.pcbfl.gov/about-us/rfp-posts-list>. Bidders are solely responsible to ensure they have received all addenda before submitting their Bid.

ADDITIONAL TERMS & CONDITIONS: The City reserves the right to:

1. Accept or reject any and all Bids, whole or in part.
2. Conduct investigations of the qualifications of the Bidder as deemed appropriate.
3. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
4. Reject all submitted Bids and provide for the request of additional Bids whenever it finds that the Bids submitted are not responsive to the request for Bids, that the Bids are not responsible or that the Bid prices are unacceptable.
5. Waive any technicalities or informalities.
6. Award a contract deemed to be in the best interest of the City.
7. Retain all Bids and to use any ideas in a Bid regardless of whether that Bid selected.

ANTI-DISCRIMINATION: The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

AWARD - The City shall award the contract to the lowest fully responsive and responsible Bidder(s); provided, that the City may award the contract to a Bidder(s) other than the lowest Bidder should it find the lowest Bidder(s) does not offer the reliability, quality of service or product afforded by such other Bidder(s).

BIDDER ACKNOWLEDGEMENT: By submitting a Bid, the Bidder certifies and or acknowledges that he/she has full knowledge of the scope, nature, and quality of work to be performed.

Submission of a Bid indicates acceptance by the individual or firm of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Panama City Beach and the individual or firm selected.

BIDDER EXPENSES - The City is not responsible for any expenses that Bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Bidder. The City will not be liable

for any costs incurred by the Bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

CERTIFICATES OF INSURANCE: Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

CHANGE ORDER - No out-of-scope services shall be provided in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

CONFLICT OF INTEREST – The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Bidders must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

DEFAULT/FAILURE TO PERFORM: City of Panama City Beach shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the Purchasing Division will notify the Bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the Bidder's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Manager notifying in writing the Bidder of its intentions and the effective date of the termination. The following shall constitute default: City of Panama City Beach may terminate the Contract if the Bidder fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City Manager in writing.

Otherwise, items offered are expected to be in strict compliance with specifications and the successful Bidder shall be held accordingly.

E-VERIFY: The awarded Bidder becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Bidders to provide an affidavit attesting that the sub-Bidder does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder 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 sub-Bidder 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 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Bidder, the Bidder may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

Reserved.

MINOR IRREGULARITIES/INFORMALITIES: The City of Panama City Beach reserves the right to both waive any irregularities or informalities in Bids and to determine, in its sole discretion, whether or not informality is minor.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Interpretations, that may affect the eventual outcome of this Bid, will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Panama City Beach.

RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. Only the City of Panama City Beach reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

NON-COLLUSION: Bidder shall certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

NOTIFICATIONS: The City of Panama City Beach's official website for notices, Bids, addendums and other documents is located at <https://www.pcbfl.gov/about-us/rfp->

[posts-list](#). Bidders are also advised that <http://www.demandstar.com> is one of the City's sourcing methods of notices, addendum, Bids and other documented communications. The City is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Bidders are responsible to check <http://www.demandstar.com> or <https://www.pcbfl.gov/about-us/rfp-posts-list> for information and updates concerning solicitations or contact the Purchasing Manager on the information listed above.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES: All Bidders submitting a response to this Request for Bid agree that such response also constitutes a proposal to other Florida governments under the same conditions, for the same contract price, and for the same effective period, should the Bidder feel it is in their best interest to do so. Each governmental agency desiring to accept this proposal and make an award thereof shall do so independently of any other governmental agency.

Furthermore, each agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of the ITB. This provision in no way restricts or interferes with the right of any governmental agency to independently procure any or all items.

PAYMENT: Upon acceptance of work by the City, the City shall make payment to the Bidder in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Bidder when requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach.

PUBLIC ENTITY CRIMES: By submission of response to the City's Invitation for Bid, Bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, contractor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder, must in his or her response, specifically identify the material which is deemed to be

exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all Bids, Bids or replies

The City is a public agency subject to Chapter 119, Florida Statutes. The Bidder shall comply with Florida's Public Records law. Specifically, the Bidder shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Bidder or keep and maintain public records required by the public agency to perform the service. If the Bidder transfers all public records to the public agency upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Bidder to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder' duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Bidder shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates Bidder financial resources as well as the ability to provide and maintain the goods or services requested.

BIDDER/RECOMMENDATION OF AWARD INFORMATION: Notice of Award, Bids currently available, and Tabulation sheets will be available Online. Bidders who do not have Internet access may request a copy of the tabulation by contacting the Purchasing Manager. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE BIDDER DEFINITION: A Bidder, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid.

RESPONSIVE BIDDER DEFINITION: A Bidder, business entity or individual who has submitted a Bid or Bid that fully conforms in all material respects to the ITB and all of its requirements, including all form and substance.

RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extension and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. Only the City of Panama City Beach reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

TAX EXEMPTIONS: The City of Panama City Beach is tax exempt. The City of Panama City Beach's tax-exempt number is 85-8012646361C-4.

TERM: The period of this Agreement shall be for a one-year term with two (2), one-year renewals for a total of three years upon mutual written agreement of both parties.

TERMINATION AND SUSPENSION

1. **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing

to carry forward and deliver the product as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

2. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

TIME FOR CONSIDERATIONS: Bids will be irrevocable after the time and date set for the opening of Bids and for a period of sixty (60) days thereafter.

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BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: _____, 2022.

PCB22-73 ITB Bulk Chemical Purchase – Liquid Sodium Bisulfite

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit prices listed, to furnish all labor and equipment for various brass fittings, meter boxes, and appurtenances, in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Base Bid:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid mount</u>
1	Liquid Sodium Bisulfite	GAL	15,000	\$ _____	\$ _____

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. All prices are to be quoted FOB DESTINATION - FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB City of Panama City Beach, Conservation Park.
3. The City reserves the right to reject any and all bids received.

BIDDER:

Name of Business

Name of Bidder

Address

Phone Number

Email Address

Date

[END OF BID PROPOSAL FORM]

DRUG FREE WORKPLACE
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO
BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the City for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PUBLIC ENTITY CRIMES
FORM
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS
AND SUBMITTED WITH THE BID

1. This sworn statement is submitted to _____

by _____

For _____

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 287.133 (1)(a), Florida Statutes, means:

- (a.) A predecessor or successor of a person convicted of a public entity crime, or
- (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

_____Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

By:_____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed, or stamped
Commissioned Name of Notary Public]

[END OF PUBLIC ENTITY CRIMES]

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

Check one:

- ☐ To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

- ☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

Check One:

- ☐ The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- ☐ The undersigned Respondent, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

**NON-COLLUSION
AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF _____

_____ being, first duly sworn, deposes and says that he is of _____, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2022.

Notary Public

CONTRACTOR E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this contract on the good faith belief that the Contract or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Authorized Signature

STATE OF FLORIDA _____
COUNTY OF _____

Printed Name

Title

Name of Entity/Corporation

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this _____ day of _____, 20____, by

_____ (name of person whose signature is being notarized) as the _____ (title) of _____

_____ (name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

NOTICE TO AWARD

TO: _____

BID NUMBER: **PCB22-73**

PRODUCT DESCRIPTION:

Bulk Chemical Purchase - Liquid Sodium Bisulfite

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product in response to its Advertisement for Bids dated _____, 2022 and associated Information for Bidders.

You are hereby notified that your Bid at the unit price of \$_____ has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this _____ day of 2022. .

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CITY OF PANAMA CITY BEACH

Owner

By _____

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20____.

Name _____

Title _____

[END OF NOTICE OF AWARD]

Exhibit A
Insurance Requirements

Exhibit A

INSURANCE REQUIREMENTS

SECTION 1: DEFINITIONS

"Location" means the location subject of the Subcontract/Purchase Order.

"Project" means the project subject of the Subcontract/Purchase Order.

"Scope" means the scope of work to be provided by the Subcontractor under the Contract or the Goods and Services to be supplied and performed by Seller under the Purchase Order, as applicable.

"State" means a state of the United States or the District of Columbia or the Commonwealth of Puerto Rico, as applicable

"Alternate/ Leased Employer Endorsement" is an endorsement added to a workers compensation policy that provides an entity scheduled as an alternate employer with primary workers compensation and employers liability coverage as if it were an insured under the policy. This endorsement is commonly used when a temporary help agency (the insured) is required by its customer (the alternate employer) to protect the alternate employer from claims brought by the insured's employees.

SECTION 2: STANDARD INSURANCE COVERAGES

Successful Bidder shall comply with the following:

1. Unless higher limits or additional coverages are required by the Contract/Purchase Order or Owner Contract, the Successful Bidder shall secure and maintain the minimum from the earlier commencement of work or the effective date of the Contract/Purchase Order insurance coverages and limits required by this Exhibit A.
2. Failure of the Contractor/Buyer to identify deficiencies in any insurance provided by Successful Bidder shall not relieve Successful Bidder from any insurance obligations. Required coverages are as follows:

2.1. Commercial General Liability Insurance Coverages:

Commercial General Liability insurance using ISO's CG 00 01 or its substantial equivalent with **City of Panama City Beach** as an additional insured using ISO's CG 20 10 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations with the following minimum limits:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products-Completed Operations Limit
- \$500,000 Damage to Rented Premises

Per Project using ISO's CG 25 04 or its substantial equivalent

Initial Page: _____ Owner _____ Contractor

The Successful Bidder must disclose to **City of Panama City Beach** any endorsements that limit or exclude coverage customarily provided by ISO's CG 00 01.

The Successful Bidder's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Successful Bidder's Work arising out of the products-completed operations hazard where a Subcontractor performed the damaged Work or the Work out of which the damage occurs.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects if the work is to be performed on such a project.
8. Claims related to roofing, if the work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces if the work involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the work involves such hazards.
11. Claims related to explosion, collapse, and underground hazards, where the work involves such hazards.

The Successful Bidders Commercial General Liability insurance will remain in force with annual policy periods for the period of the statute of repose applicable to this project. *Alternatively, suppose a "project-specific" General Liability policy is used to satisfy these requirements. In that case, it must be endorsed to provide extended completed operations for the period of the statute of repose applicable to this project.*

2.2. Workers Compensation

Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed and minimum limits.

- **Bodily Injury by Accident - \$100,000 Each Accident**
- **Bodily Injury by Disease - \$500,000 Policy Limit**
- **Bodily Injury by Disease - \$100,000 Each Employee**

Policy coverage terms and conditions to include:

- USL&H – where applicable.
- Jones Act – where applicable.
- All State's endorsement – where applicable.
- Employers Liability/Stop Gap Liability if work is performed in Washington, Wyoming, Ohio, North Dakota, or the Commonwealth of Puerto Rico.

Initial Page: _____ Owner _____ Contractor

- For the attainment of Workers Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that State.
- The certificate must identify that coverage applies in the State where the Project is located.

2.3. Automobile Liability

Commercial Automobile Liability insurance covers all owned, leased, and non-owned vehicles used in connection with the Scope. Business Auto Coverage Form using ISO's CA 00 01 or its substantial equivalent including liability coverage for all autos owned (Symbol 1), rented, hired, or borrowed by the contractors, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

- **\$1,000,000 – Any One Accident – Combined Single Limit**

Suppose the Contractor/Sub-Contractor/Vendor is responsible for removing any pollutants from a site. In that case, the Successful Bidder will need to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. Therefore, auto liability coverage should be endorsed to include the required auto pollution endorsements and Motor Carrier Act Endorsement, MCS 90, and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

2.4. Umbrella or Excess Liability Required: **No**

Also, the Successful Bidder shall provide an umbrella or excess liability insurance providing in excess of the underlying Commercial General Liability, Business Automobile Liability, Pollution Liability (if required), and Employers' Liability insurance above, with the following minimum limits:

- **Choose limits when required Each Occurrence**
- **Choose limits when required Annual Aggregate** (where applicable in the underlying)

Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying Commercial General Liability (including **City of Panama City Beach** as additional insured), Business Automobile Liability, Pollution Liability, and Employers' Liability insurance. In addition, it shall expressly provide that the umbrella or excess policy will drop down over the underlying insurance's reduced or exhausted aggregate limit. The umbrella or excess policy shall also be primary insurance to **City of Panama City Beach** (including primary insurance to **City of Panama City Beach's** own Commercial General Liability and Umbrella policies), and Successful Bidder's umbrella insurer agrees not to seek contribution from **City of Panama City Beach** insurance.

2.5. Professional Liability Required: **No**

Professional Liability Insurance is required to cover liability for claims that arise from the errors, omissions, or acts of the Successful Bidder or any entity the Successful Bidder is legally responsible in the provision of professional services. The policy shall be primary and non-contributory, with the insuring agreement to read: "to pay on behalf of" and shall be effective (retroactively, if applicable) from the commencement date of all professional activities in connection with the Scope. The coverage shall be maintained for three years following the final acceptance of the Project.

Initial Page: _____ Owner _____ Contractor

Minimum limits are:

- **Prime Design Professional:** Choose limits when required per claim/annual aggregate;
- **Sub-Design Professional:** Choose limits when required per claim/annual aggregate.

Upon request, a copy of the policy shall be provided to **City of Panama City Beach**. Coverages shall not include any exclusions or other limitations related to the scope of the services, delays in project completion, or cost overruns.

For Professional Liability Insurance, the term "Prime Design Professional" means the architect and/or engineer providing architectural, engineering, and/or other professional services under a contract directly with our company. The term "Sub-Design Professional" means any architect and/or engineer providing architectural, engineering, and/or other professional services directly or indirectly to a Prime Design Professional in connection with the project. A Prime Design Professional is also a Contractor/Subcontractor, and a Sub-Design Professional is also a Sub-subcontractor.

2.6 Riggers Liability Required: **No**

If marked as required, the Scope involves the rigging, hoisting, lowering, raising, or moving of property or equipment belonging to others. Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment.

2.8 Aircraft/Watercraft: Required: **No**

If marked as required, the Scope involves using any owned, leased, chartered, or hired aircraft or watercraft of any type. As applicable, Aircraft Liability Insurance or Watercraft Liability Insurances required in an amount of not less than **Choose limits when required** per occurrence, including Passenger Liability for bodily injury and property damage.

2.9 Property Insurance:

Property Insurance coverage for tools and equipment owned, leased, or used by the Subcontractor/Seller in the performance of the Scope. The Property Insurance shall extend to equipment, materials, and supplies stored off the Project site or in transit to the Project site to be furnished as part of the Scope and incorporated into the Project.

2.9.1 Pollution Liability Insurance: Required: **No**

Successful Bidder shall secure and maintain the minimum Pollution Liability Insurance coverage and limits required by this Exhibit A from the effective date of the Contract/Purchase Order until the end of the applicable warranty period. The policy shall be submitted to the Contractor/Buyer for review and approval before commencement of the Scope. Failure of the Contractor/Buyer to identify deficiencies in the Pollution Liability Insurance provided by Subcontractor/Vendor shall not relieve Subcontractor/Vendor from any obligations.

Minimum limits are: Including Cleanup Cost

- Choose limits when required **per occurrence or claim**
- Choose limits when required **policy aggregate**.

Initial Page: _____ Owner _____ Contractor

The coverage shall be as follows: Subcontractor shall provide Pollution Liability Insurance covering all asbestos, lead, and any other pollution operations. If the policy contains a general aggregate, this aggregate must apply on a per-project basis and shall be evidenced on Subcontractor's/Vendors Certificate of Insurance. The limits shall not be subject to reduction as to the Contractor/Buyer or Owner because of any claim asserted against the Subcontractor/Vendor other than in connection with the Scope. Instead of indemnifying, the policy must read "to pay on behalf of." In addition, the following coverages must be included: (1) Completed Operations (five (5) year continuation beyond completion of the Scope); (2) Broad Form Contractual and Independent Contractors (including coverage for third party over claims); (3) On-Site, Off-Site and In-Transit exposures; and (4) Loading and Unloading. Exclusions or restrictions pertaining to mold and EIFS are not permitted. The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

Deductibles/Denial of Claims:

Contractor/Vendor shall be responsible, at no additional cost to Contractor/Buyer, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this Exhibit A both for itself and all Additional Insureds. Any self-insured retention or deductible in excess of \$25,000 must be declared when Subcontractor/Seller submits its bid and must be approved explicitly by Contractor/Buyer before executing the Subcontract/Purchase Order. Subcontractor/Seller shall be responsible for any loss arising from coverage denial by its insurance carrier.

Leased Successful Bidder Employee Liability

If the leases one or more employees through the use of a payroll, employee management, or other company, the Successful Bidder must directly procure workers compensation/employer's liability insurance. The insurance shall be written on a "Minimum Premium" or "If Any" policy form.

In addition, the worker's compensation/employer's liability coverage provided to and for the leased employees by the payroll, employee management, or other company must be evidenced and include an Alternate / Leased Employer Endorsement or its substantial equivalent WC endorsement for that State, naming Successful Bidder as the alternate employer.

Insurer Requirements

Each insurer providing insurance coverage as required by this contract shall be a licensed admitted insurer authorized to issue such coverages in each State in which any part of the Scope is performed. The insurer shall be acceptable to **City of Panama City Beach** and have an AM Best rating of "A-" or better.

Before accepting the Contractor/Sub-Contractor/Vendor's bid, City of Panama City Beach reserves the right to require more significant limits based on the nature of the operations performed by the Successful Bidder.

Initial Page: _____ Owner _____ Contractor

Certificate of Insurance

Before commencing its performance and throughout the warranty period under the Contract /Purchase Order, the Successful Bidder shall provide **City of Panama City Beach** a current certificate of insurance evidencing the coverages required by this contract (a sample Certificate of Insurance is attached for reference purposes).

Sub-subcontractor/Sub-Vendor

Before permitting any lower tier Sub-subcontractor/Sub-vendor to perform Scope under the Contract/Purchase Order, the Successful Bidder shall require its sub-subcontractor/Sub-vendor to maintain insurance in like form and amounts to that required herein. Successful Bidder shall be responsible for ensuring that its sub-subcontractor/Sub-vendor maintains insurance in like form and amounts and shall provide evidence of same to **City of Panama City Beach** if requested.

Any subcontractors engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.

Notice of Cancellation

All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (45) days prior written notice has been given to **City of Panama City Beach**

Additional Insureds

All insurance required by this contract (excluding only Workers Compensation Insurance and Professional Liability Insurance) shall name the City of Panama City Beach and its officials, employees, and volunteers as Additional Insureds and any other parties as required by the Owner Contract, and shall be primary and non-contributory to any insurance maintained by Indemnified Parties and Additional Insureds and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Successful Bidder.

The General Liability Additional Insured Endorsement shall use ISO's or CG 2010 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations. By endorsement or policy language, evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability. The Successful Bidder's insurers will provide insurance to **City of Panama City Beach**, on a primary basis and agree not to seek contribution from insurance by using ISO's CG 20 01 or its substantial equivalent. Successful Bidders insurers also agree to waive rights of subrogation against **City of Panama City Beach** using ISO's CG 24 04 or its substantial equivalent.

Waiver of Subrogation

All insurance coverages maintained by Successful Bidder shall include a waiver of any right of subrogation of the insurers thereunder against Indemnified Parties and Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted).

The Successful Bidder further waives all claims and all rights of subrogation against Indemnified Parties' and Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters for loss of, or damage to, contractors Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by **City of Panama City Beach**. If any of the Indemnified Parties and Additional Insureds are partially or wholly self-insured, then the waiver of subrogation shall apply as if their insurance covered them.

Initial Page: _____ Owner _____ Contractor

Insurance Policy Review/Exclusions/Copies

City of Panama City Beach, can receive copies of all insurance policies upon request. Policies shall not contain any exclusions that are unacceptable to **City of Panama City Beach**. If requested by **City of Panama City Beach**, all insurance carriers must certify all policies as accurate and complete. At their sole discretion, policies shall not contain any unacceptable exclusions to **City of Panama City Beach**. **City of Panama City Beach**'s right to review and approve all insurance policies will not constitute a waiver of any rights created by or provisions contained in this contract should they differ from those contained in such policies.

Claims-Made Policies

Except for Professional Liability Insurance, claims-made policies are not acceptable.

Effect of Specified Coverages

The Insurance obligations under this agreement shall be 1—all the Insurance coverage and/or limits carried by or available to the Contractor; or 2—the minimum Insurance coverage requirements and/or limits shown in this agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which apply to a given loss, shall be available to **City of Panama City Beach**. No representation is made that this agreement's minimum insurance requirements are sufficient to cover the Contractor's obligations under this agreement.

Breach of Insurance Requirements

Successful Bidder's failure to obtain and maintain insurance coverages as required by this Exhibit A or any other Exhibit or attachment shall constitute a material breach of the Contract/Purchase Order. In such event, in addition to any other rights and remedies contained in the Contract/Purchase Order, (i) **City of Panama City Beach** may, at its option, terminate the contract for default; (ii) **City of Panama City Beach** may, at its option, purchase such coverage and back charge the premium and associated costs to Successful Bidder; and/or (iii) any of the Indemnified Parties, or Additional Insureds can require, that contractor and/or its subcontractors to pay for all attorney's fees, expenses, and liability as a result of any claim or lawsuit for which coverage would have been provided to the Indemnified Parties or Additional Insureds under contractors insurance program but for a breach by Contractor or any of its subcontractors.

Furthermore, to the extent of their respective interests, the Insurers of those entities that were to be included as Additional Insureds are deemed third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the Indemnified Parties or Additional Insureds.

If any of the preceding insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If the insurer does not furnish any information concerning the reduction of coverage, it shall be furnished by the contract with reasonable promptness according to the Successful Bidder's information and belief. Suppose Successful Bidder fails to maintain insurance. **City of Panama City Beach** may (at its sole option) terminate the Successful Bidder or place such insurance and deduct any cost, fees, and related expenses from Successful Bidder pay request.

Any Successful Bidder engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.

City of Panama City Beach

Endorsements to be attached:

General Liability	Endorsement #	Edition Dates	Carrier	Policy #'s to be listed
Added Insured - Ongoing Operations	CG 20 10	All	ISO Standard or Equal	Yes
Added Insured – Completed Operations	CG 20 37	All	ISO Standard	Yes
Waiver of Subrogation	CG 24 04		ISO Standard	
Primary & Non-Contributory	CG 20 01		ISO Standard	
Automobile Liability				
No Endorsements Required				
Umbrella or Excess Liability				
List all lines this policy applies.				
Workers Compensation				
Waivers of Subrogation	WC 00 03 13		ISO Standard	Yes
Alternate Employer Endorsement	WC 00 03 01 A		ISO Standard	Yes

* State Waiver of Subrogation Provisions Overview: Kansas, Kentucky, Missouri, New Hampshire, and New Jersey disallow waivers of subrogation by statute. However, only Kansas and Missouri bar waivers of subrogation in the construction industry. (Note that Kansas does not prohibit the use of waivers of subrogation for consolidated or wrap-up insurance programs.) The monopolistic states either disallow waivers of subrogation or allow the state fund to make that decision. The remaining states allow for waivers of subrogation through judicial interpretation or administrative rules.

*Stop Gap endorsement required in monopolistic states such as ND, OH, WA WY, or Puerto Rico

*Coverage must apply in the State where the work is being performed if the vendor is from a state other than the one where the project is located.

We accept endorsements that are equal to those requested. Most insurance company forms are manuscript; therefore, they might not be compliant (most are not). We review all forms during the review process. Forms that are compliant today may not be compliant tomorrow. Our decisions are based on case law and claim history. Additional Insured or Organization Name to be listed on all endorsements along with policy numbers as applicable. Blank endorsements will not be excepted. Sample Endorsements Attached

Blanket Certificates of Insurance

For ease of paperwork, subcontractors may submit insurance documentation on a blanket basis to work on multiple projects under just one insurance certificate. (View sample certificate above or in compliance database)

Subcontractor performing work on multiple projects in the same State

Each of our projects requires a project-specific certificate of insurance (COI) for EACH project they work on; however, a lot of our Subcontractors are doing multiple projects in one State, which creates an opportunity to reduce paperwork by providing a blanket certificate of insurance and allowing the Subcontractor to work on all projects (Non-OCIP or CCIP) under one COI. If providing a blanket certificate, the following guidelines will be in addition:

1. On the COI, instead of stating an individual project name, replace with the following verbiage in the Description of Operations section of the certificate: **"All projects performed for City of Panama City Beach"**
2. When stating the additional insureds, state the following along with the other required Description of Operations wording: "All insurance (excluding Workers Compensation and Professional Liability) include Owner, City of Panama City Beach, Indemnified Parties, any other parties as required by Owner Contract and their respective directors, officers, employees, and affiliates as Additional Insureds, and shall be primary and non-contributory to any insurance maintained by Additional Insureds."
3. All endorsements and waivers must be blanket-based, either per form or blanket wording. For example, a contract requires endorsements/waivers in such schedules instead of listing each entity.

Commercial General Liability

CG 20 10 10 01

POLICY NUMBER: **Required**COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01**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 Person or Organization:**

Certificate Holders Name

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

CG 20 10 10 01

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Page 1 of 1

CG 20 37 10 01

POLICY NUMBER: **Required**COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name of Person or Organization:**

Certificate Holders Name

Location And Description of Completed Operations:

All locations required by contract

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

CG 20 37 10 01

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Page 1 of 1

CG 24 04 05 09

POLICY NUMBER: **Required**COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Name Of Person Or Organization:**

Certificate Holders Name

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 05 09

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Page 1 of 1

CG 20 01 04 13

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**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.

CG 20 01 04 13

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Workers Compensation

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICYWC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In Favor of:

Certificate Holders Name and Project Owner

Work Performed by:

Client (Our Subcontractor)

Client Address

On the Following Project or Location

All Projects or Locations as Required by Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No.	Required	Endorsement No.
Required			Premium
Insurance Company	Countersigned by _____		
Required			

WC 00 03 13
(Ed. 4-84)

▼ 1983 National Council on Compensation Insurance.

WC 00 03 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICYWC 00 03 01 A

(Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. Alternate Employer	Address
Our Subcontractor - Not the PEO	Our Subcontractors Address
2. State of Special or Temporary Employment	
All Applicable States	
3. Contract or Project	
All Locations or Projects Required by Contract	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Date Here is Required	Policy No.	Endorsement No.
Insured		Policy Number Required	Premium \$
Required			
Insurance Company	Countersigned by _____		
Required			

WC 00 03 01 A
(Ed 2-89)

▼ 1984, 1988 National Council on Compensation Insurance.



CITY OF PANAMA CITY BEACH

July 26, 2022

ADDENDUM NO. 1

PCB22-73 ITB

Bulk Chemical Purchase – Liquid Sodium Bisulfite

REVISION: Section VIII. Delivery Requirements is revised as follows:

I. Delivery Locations

Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of the City of Panama City Beach. Liquid Sodium Bisulfite consumption at the City of Panama City Beach Conservation Park location is an estimate only and the City of Panama City Beach shall not be bound by these amounts in its contract with Contractor. At its Conservation Park site, the City of Panama City Beach projects to use ~~21,000~~ **18,000** gallons of **sodium bisulfite** delivered each year but does not guarantee quantities.

Deliver to: The City of Panama City Beach Conservation Park, 100 Conservation Drive, Panama City Beach, Florida, 32418. The City of Panama City Beach has one (1) 3,000-gallon storage tank.

~~Minimum Delivery Requirement is 1,000 gallons.~~

Minimum Delivery Requirement – The City requires a minimum delivery frequency of at least every two weeks.

See Revised BID PROPOSAL FORM – ADDENDUM 2

QUESTIONS:

1. Who is the current supplier of sodium bisulfite (bulk)?

A. Hawkins

2. What are you currently paying per gallon?

A. \$5.187 per gallon

3. It says that the city has one 3,000 gallon tank. It says the city projects to use 21,000 gallons. The bid is defaulted at 15,000 gallons. Do we put in a bid for the price at 15,000 gallons, and if so how often would the shipments be made and how many gallons per shipment (above the minimum of 1,000 gallons listed)?

A. Current operation is to receive one (1) 330 gallon tote per week for an approximate monthly total of 1,500 gallons, which the City has found satisfactory.

BID PROPOSAL FORM – REVISED – July 26, 2022

TO: City of Panama City Beach, Florida

SUBMITTED: _____, 2022.

PCB22-73 ITB Bulk Chemical Purchase – Liquid Sodium Bisulfite

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit prices listed, to furnish all labor and equipment for various brass fittings, meter boxes, and appurtenances, in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Base Bid:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Annual Quantity</u>	<u>TOTAL Bid Amount</u>
1	Liquid Sodium Bisulfite	GAL	\$ _____	18,000	\$ _____

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. All prices are to be quoted FOB DESTINATION - FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB City of Panama City Beach, Conservation Park.
3. The City reserves the right to reject any and all bids received.

PCB22-73 ITB BULK CHEMICAL PURCHASE – SODIUM BISULFITE

BIDDER:

Name of Business

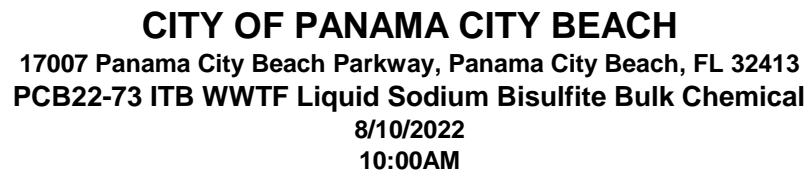
Name of Bidder

Address

Phone Number

Email Address

Date

[illegible]



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 2/6/2024 Amount:
Department: Attorney Account #:
Subject: * Hearing Regarding Dangerous Dog Determination: Ryan and Nikki Pennella
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Dog Bite Case Documents	Exhibit
City Ordinance 10-176- "Authority to keep danderous dogs and cats"	Exhibit
Chapter 767, Florida Statutes- Dangerous Dogs	Exhibit
Notice of Hearing	Exhibit
Proof of Posting Notice of Hearing	Exhibit

Summary/Highlights:

This is a hearing to hear information to determine if a dog within the Bunnell City limits should be declared dangerous in accordance with City Code and Florida Statutes.

Background:

In October 2023, there was a dog bite incident at 122 Grand Reserve Drive. The Flagler County Animal Control Officer and Bunnell Police Department responded.

The Flagler County Animal Control Officer delivered the dangerous dog determination to the owners.

On February 1, 2024, the owners of the dog submitted an email to Flagler County to appeal the dangerous dog determination.

Staff Recommendation:

City Attorney Review:

The issue before the Commission is whether to uphold the Flagler Animal Services' determination of dangerous dog. The decision regarding the fate of the dog is not before

the Commission and will be made by the Flagler Animal Services.

On February 1, 2024, Mr. Pennella filed a timely appeal of the Flagler Animal Services' determination of dangerous dog.

Under Bunnell City Ordinance Sec. 10-176. "Authority to keep dangerous dogs and cats"- The appeal shall come before and be heard by the city commission at its next regularly scheduled meeting unless the city commission establishes an earlier time. The officer classifying the dog as dangerous shall identify the facts that show the dog is dangerous as defined by F.S. §§ 767.11(1), (3) and 767.12(1)(a), or their successors. (A copy of the statute is included with the agenda materials.

The issue before the Commission is whether to uphold the Flagler Animal Services' determination of dangerous dog. The decision regarding the fate of the dog is not before the Commission and will be made by the Flagler Animal Services.

In making its determination the Commission must consider the criteria in Chapter 767, F.S. in making a determination whether the dog is dangerous which include:

Section 767.11, F.S. defines dangerous dog as follows:

- (1) "Dangerous dog" means any dog that according to the records of the appropriate authority:
 - (a) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property.
 - (b) Has more than once severely injured or killed a domestic animal while off the owner's property; or
 - (c) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

In addition: Sections 767.11 (2) and (3), F.S., define unprovoked and severe injury as follows:

- (2) "Unprovoked" means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.
- (3) "Severe injury" means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

In addition, the Commission must weigh the following factors found in Section 767.12 (2) F.S., A dog may not be declared dangerous if:

- (a) The threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member.
- (b) The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

It should be noted that a Notice of Hearing was posted on the Pennellas' front door and lawn. In addition, Notice was sent by email, and certified US Mail. I also made contact with Mr. Pannella on February 6, 2024 by phone number 863-634-1474 at 12:39 p.m. and at that time gave verbal notice that the hearing would be held at this date, time and location.

The Commission will hear testimony from a representative from Flagler Animal Services and Mr. and Mrs. Pennella if they choose to appear. The City of Bunnell police officer who made the initial

report will also be present and available to testify if needed. Finally, the individual that was bit by the dog may be present. Mr. and Mrs. Pennellas may appeal the Commission's and the Flagler Animal Services' determination to County Court, so the Commission should weigh the statutory elements listed above for purposes of the record.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Reviewed for Agenda

Case View Report



Flagler Humane Society
 1 Shelter Drive
 Palm Coast, Florida 32137 USA
 adopt@flaglerhumanesociety.org
 www.flaglerhumanesociety.org
 Tel.: 386-445-1814

Printed: 02/04/2024 09:37AM By: kshare

Case Details

Case #: C0008268743
 Reference #:
 Status: **ACTIVE / NEW**

Case Date/Time: **10/29/2023 10:14AM** Reported:
 Jurisdiction: **City of Bunnell**

Category: Incident
 Type: **ANIMAL VS HUMAN BITE CASE**
 Subtype: **QUARANTINED AT HOME**
 Officer: **Officer Katie Share**
 Review Date:

122 Grand Reserve Drive, Bunnell, 32110, Florida, United States
 Location Type: **RESIDENCE**

Directions:

Result: By: Date/Time:
 Result Comments:

Created By: mmichaels
 Created: **10/30/2023 10:17AM**
 Last Updated By: kshare
 Updated: **11/14/2023 12:45PM**

Animal Info: **rottweiler mix named Tiberuis**

Person Info: **Bunnell Police Dept.**

Case Animals

Animal #: A0043456278 |

Animal ID:	A0043456278	Name:	Tiberuis	Types:	Dog	Gender:	Male
ARN:		DOB:	12/18/2018	Breeds:	Rottweiler/Mix	Altered:	U
Chip #:		Current Age:	5 Y 1 M 17d	Colors:	Black/Tan	Size:	L
Type:		Age Group:	Adult	Pattern:		Weight:	0
Declawed:	N	Bitten:	Bite History	Primary Role:	Suspect	Secondary Role:	Suspect
Animal Memos:	No	Case Memos:	No	Conditions:	No	Violations:	No

Ownership / Guardianship

Person #	Date From	Person Name	Phone	Address	City
P0034657382	12/18/2019	Ryan Pennella	(386) 864-0576	122 Grand Reserve Drive	Bunnell, City of Bunnell, FLAGLER FL 32110

Case Persons

Person #: P0028408237 | **Flagler County Health Dept.**

[P0028408237](#)
 Flagler County Health Dept., 386-437-7358 E Moody Boulevard
 Bunnell, 32110, City of Bunnell, FLAGLER, FL - Home Primary Role:Complainant Secondary Role:
 Complainant
 Animal Owner: No , Person Reporting:No ,Property Owner:No

Person #: P0034657382 | **Ryan Pennella**

[P0034657382](#)
 Ryan Pennella, [REDACTED] 122 Grand Reserve Drive
 Bunnell, 32110, City of Bunnell, FLAGLER, FL - Home Primary Role:Suspect Secondary Role: Suspect
 Animal Owner: No , Person Reporting:No ,Property Owner:No

Ownership / Guardianship

AnimalID	ARN	Date From	Name	Species	Breeds	Colors	Color Pattern	DOB	Sex
A0043456278		12/18/2019 03:44PM	Tiberuis	Dog	Rottweiler, Mix	Black/Tan		12/18/2018	M

Person #: P0044449299 | **Ashley Ellis**

[P0044449299](#)
 Ashley Ellis, 386-999-1151 14 Willow Grove Place
 Palm Coast, 32164, City of Palm Coast, FLAGLER, FL - Home Primary Role:Complainant Secondary
 Role: Victim
 Animal Owner: No , Person Reporting:Yes ,Property Owner:No

Case Memo(s)

<u>Memo #</u>	<u>Reference</u>	<u>Reference #</u>	<u>Memo Type</u> <u>Memo</u> <u>Subtype</u>	<u>Created</u> <u>Date/Time</u>	<u>Created By</u>	<u>Updated</u> <u>Date/Time</u>	<u>Updated By</u>	<u>Review</u> <u>Date/Time</u>
7554454	Case		VICTIM/COMPLAINANT/SUSPECT CALL COMPLAINANT CALL	10/29/2023 02:32PM	kshare	10/29/2023 02:32PM	kshare	
RECIEVED A CALL FROM BPD (WICHMAN) ABOUT A PERSON WHO WAS VISITING HER FRIENDS HOUSE AND GOT BIT BY THEIR DOG. DEPUTY STATES SHE HAS DONE A CALL FOR A BITE CASE ON THIS DOG BEFORE.								
7554450	Case		OFFICERS REPORT OFFICER KATIE SHARE	10/29/2023 02:40PM	kshare	10/29/2023 02:40PM	kshare	
I, Officer Katie Share, responded to the location but was unable to make contact with the dog owner. I went to the front door and rang the bell. The dog came running and jumped on the front door. The door bowed and I felt that the dog could possible break through at some point. I posted the quarantine paperwork on the front door.								
7546686	Case		DISPATCHER REPORT MARYANN MICHAELS	10/30/2023 10:51AM	mmichaels	10/30/2023 10:51AM	mmichaels	
I CALLED DOG OWNERS OF TIBERUIS REGARDING HIM BITING SOMEONE YESTERDAY, I LEFT THEM A MESSAGE TO CALL US.								
7546639	Case		DISPATCHER REPORT MARYANN MICHAELS	10/30/2023 10:28AM	mmichaels	10/30/2023 02:01PM	mmichaels	
I CALLED BITE VICTIM ASHLEY AT THE REQUEST OF OFFICER SHARE AND ASKED HER TO EMAIL ME PICTURES OF HER BITES, SHE SAID SHE WOULD. I CONTACTED BANFIELD PET HOSPITAL AND DOGS RABIES VACCINE IS CURRENT AND GOOD UNTIL JUNE 29, 2026.								
7554460	Case		OFFICERS REPORT OFFICER KATIE SHARE	11/02/2023 12:40PM	kshare	11/02/2023 12:40PM	kshare	
I, Officer Katie Share, responded to the location and met with the male dog owner. He stated that he was made aware of the incident from his wife since he was not home at the time. He did state that the woman was asked not to interact with the dog and did so anyway. I told him what the victim had stated and again he said he wasn't home so he was unsure of what actually happened. I had him sign the quarantine agreement and I informed him of how the dog hits the door. He asked about putting up a sign to warn people away from the front door because he was aware of how strong the dog is. I told him that he needed to do something before the dog breaks through the door and really hurts someone. The dog was placed on a 10 day quarantine.								
7564807	Case		OFFICERS REPORT OFFICER KATIE SHARE	11/09/2023 11:00AM	kshare	11/09/2023 11:00AM	kshare	
I, Officer Katie Share, responded to the location and released the dog from quarantine. The dog was in good health at the time of release. Mr. Pennella did show me the signs that he had made to warn people of approaching the front door.								
7559579	Case		DISPATCHER REPORT MARYANN MICHAELS	11/09/2023 12:50PM	mmichaels	11/09/2023 12:50PM	mmichaels	
I FAXED QUARANTINE RELEASE TO FLAGLER COUNTY HEALTH DEPT.								
7564481	Case		DISPATCHER REPORT MARYANN MICHAELS	11/14/2023 09:45AM	mmichaels	11/14/2023 02:16PM	mmichaels	

WE JUST RECEIVED A CALL FROM MR. PENNELLA REQUESTING HIS WIFE SPEAK WITH OFFICER SHARE TO GET HIS WIFE'S SIDE OF THE STORY. I TOLD THEM OFFICER SHARE WOULD REQUEST A WRITTEN STATEMENT AND THE WE ASK THAT IT IS NOTORIZED AND THEY CAN GO TO BANK TO HAVE THAT DONE OR COME HERE AND OUR STAFF MEMBERS THAT ARE NOTARIES COULD DO THAT FOR THEM. MR. PENNELLA STATED THEY WOULD COME HERE TO WRITE THEIR STATEMENT AND GET IT NOTARIZED.

7567467

Case

DISPATCHER
REPORT
MARYANN
MICHAELS

11/16/2023
02:28PM

mmichaels

11/16/2023
02:28PM

mmichaels

I LEFT A MESSAGE WITH THE CITY OF BUNNELL RECORDS DEPARTMENT TO RECEIVE A COPY OF OFFICER WICHMAN'S REPORT ON THIS BITE CASE PER OFFICER SHARES REQUEST.S

7567468

Case

DISPATCHER
REPORT
MARYANN
MICHAELS

11/16/2023
02:30PM

mmichaels

11/16/2023
02:30PM

kshare

RYAN PENNELLA CAME TO OUR OFFICE TODAY AND REQUESTED A COPY OF OUR CASE REPORT, OFFICER SHARE PROVIDED HIM WITH THAT INFORMATION.

I, Officer Katie Share, spoke to Mr. Pennella concerning the report and the victim. I stated to him that the victim was going to provide a statement and I recommended that he have his wife write a statement as well. He stated that he had tried to contact the victim but she is not speaking to them. He asked about if the victim could seek retribution from them and I informed him that it is a civil matter and she would have to sue them for damages. Mr. Pennella provided his email address for further correspondence. I did notify Mr. Pennella that there was a possibility of a dangerous dog classification depending on the evidence provided to this office.

7645108

Case

OFFICERS
REPORT
OFFICER
KATIE SHARE

11/26/2023
01:44PM

kshare

11/26/2023
01:44PM

kshare

I, Officer Katie Share, emailed Mr. Pennella at the email he provided to inform him that there was to be a further investigation into the dog bite incident. I requested a written statement from his wife.

* Did not received a response to this email.

7645109

Case

OFFICERS
REPORT
OFFICER
KATIE SHARE

12/06/2023
10:46AM

kshare

12/06/2023
10:46AM

kshare

I, Officer Katie Share, sent an email to Mr. Pennella on the email he provided requesting a written statement from his wife as the victim had provided a written statement.

* Did not receive a response to this email.

7645110

Case

OFFICERS
REPORT
OFFICER
KATIE SHARE

01/17/2024
10:06AM

kshare

01/17/2024
10:06AM

kshare

I, Officer Katie Share, sent an email to Mr. Pennella on the email he provided informing him of my intent to complete the investigation and informed him that I had enough evidence to begin the dangerous dog declaration.

* I received no response to this email.

7645100

Case

OFFICERS
REPORT
OFFICER
KATIE SHARE

01/18/2024
11:34AM

kshare

01/18/2024
11:34AM

kshare

I, Officer Katie Share, responded to the residence of the Pennella's. I attempted to make contact with someone in the residence but was unsuccessful. I did not see or hear the dog at this time. I posted the Show of Sufficient Cause to Declare a Dangerous Dog on the front door and took photos. (A copy was also mailed via regular mail to the address.)

The determination was based on information provided by the victim. The dog owner was requested multiple times to provide a statement and failed to do so.

7627429	Case		DISPATCHER REPORT MARYANN MICHAELS	01/18/2024 03:10PM	mmichaels	01/18/2024 03:10PM	mmichaels	
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I JUST RECEIVED A CALL FROM MRS. PENNELLA REGARDING THE DANGEROUS DOG PAPERWORK OFFICER SHARE POSTED ON THEIR DOOR TODAY. SHE REQUESTED THAT BE REMOVED BECAUSE THEY HAVE HIRED MORGAN AND MORGAN AND STATED THE VICTIM THREW WATER IN HER DOGS FACE AND THAT THE DOG DIDN'T BIT HER. I ASKED IF SHE HAS PROVIDED US WITH A WRITTEN STATEMENT AND SHE SAID HER LAWYER MORGAN AND MORGAN HAS IT. I TOLD HER SHE WOULD HAVE TO PROVIDE US WITH A STATEMENT AND I TOLD HER OUR FAX NUMBER TO FAX IT TO US. I THEN LEFT OFFICER SHARE A MESSAGE THAT I HAD JUST RECEIVED THE CALL.

7645102	Case		OFFICERS REPORT OFFICER KATIE SHARE	01/31/2024 09:12AM	kshare	01/31/2024 09:12AM	kshare	
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As of this date, this office has not received a letter of appeal from the dog owner.

7645105	Case		OFFICERS REPORT OFFICER KATIE SHARE	02/01/2024 10:26AM	kshare	02/01/2024 10:26AM	kshare	
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I, Officer Katie Share, responded to the residence of the Pennella's. I attempted to make contact with the dog owner but was unsuccessful. As I was knocking on the front door, the dog (Tiberius) was jumping at the front door and the door was bowing outward. There are concerns about the door being able to contain the dog. I posted the Notification of Declaring a Dog Dangerous on the front door. I took photos of the posting.

7645116	Case		OFFICERS REPORT OFFICER KATIE SHARE	02/01/2024 11:34AM	kshare	02/01/2024 11:34AM	kshare	
---------	------	--	--	-----------------------	--------	-----------------------	--------	--

I, Officer Katie Share, was notified by my dispatcher (Maryann Michaels) that Mr. Pennella had called to say he got the paperwork and he wants to appeal the notification and what does he need to do. I asked her to notify Mr. Pennella that he was provided all the required paperwork and that he needs to read through it and it says in the paperwork what his next step needs to be.

* Later that same day, I received another call from my dispatcher stating that the officer in the courthouse is asking where Mr. Pennella needs to go to submit his appeal. I told her to tell the officer that Mr. Pennella was supposed to submit his appeal to our office not the courthouse.

7645113	Case		OFFICERS REPORT OFFICER KATIE SHARE	02/01/2024 01:32PM	kshare	02/01/2024 01:32PM	kshare	
---------	------	--	--	-----------------------	--------	-----------------------	--------	--

Mr. Pennella came to the Flagler Humane Society to submit a letter of appeal to this office. It was received by FAS relief helper, Elisa Smith.

Photo(s)





Bunell Police Department

CASE NARRATIVE SUPPLEMENT

200 South Church Street
Bunell, FL.
32110

CASE NO.

2023-00025372

DETECTIVE ASSIGNED

E V E N T	REPORTED DATE/TIME	INCIDENT TYPE	
	OCCURRED FROM DATE/TIME	OCCURRED TO DATE/TIME	LOCATION OF OCCURRENCE

O F F E N S E	SECTION - TYPE	ATTEMPT/COMMIT	COUNTS	DESCRIPTION
	1			
	2			
	3			

V I C T I M / M I S S I N G	SUBJECT CODE	NAME (LAST, FIRST, MIDDLE)						PRIMARY PHONE	
	STATEMENT TYPE	ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)						OTHER PHONE	
	DOB	AGE	RACE	SEX	HEIGHT	WEIGHT	HAIR COLOR	EYE COLOR	SOCIAL SECURITY
	INJURY TYPE		INJURY - MEDICAL TREATMENT		INJURY - TRANSPORTED BY			OTHER CONTACT INFO	
	SCHOOL/EMPLOYER NAME							SCHOOL/EMPLOYER PHONE	
	SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)								

S U S P E C T	SUBJECT CODE	NAME (LAST, FIRST, MIDDLE)						PRIMARY PHONE	
	STATEMENT TYPE	ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)						OTHER PHONE	
	DOB	AGE	RACE	SEX	HEIGHT	WEIGHT	HAIR COLOR	EYE COLOR	SOCIAL SECURITY
	INJURY TYPE		INJURY - MEDICAL TREATMENT		INJURY - TRANSPORTED BY			OTHER CONTACT INFO	
	SCHOOL/EMPLOYER NAME							SCHOOL/EMPLOYER PHONE	
	SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)								

O T H E R S U B J E C T	SUBJECT CODE	NAME (LAST, FIRST, MIDDLE)						PRIMARY PHONE	
	STATEMENT TYPE	ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)						OTHER PHONE	
	DOB	AGE	RACE	SEX	HEIGHT	WEIGHT	HAIR COLOR	EYE COLOR	SOCIAL SECURITY
	INJURY TYPE		INJURY - MEDICAL TREATMENT		INJURY - TRANSPORTED BY			OTHER CONTACT INFO	
	SCHOOL/EMPLOYER NAME							SCHOOL/EMPLOYER PHONE	
	SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)								

REPORTING OFFICER Coury, Richard, ,	DATE 11/07/2023	REVIEWING OFFICER	DATE
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I received a copy of Katie's animal control report and have attached it to this case file. All information on the canine is showing up to date.

At this time, this case is closed.



Bunnell Police Department

CASE REPORT

201 W Moody Blvd. Building 2
Bunnell, FL 32110

ADDITIONAL SUBJECTS

O T H E R S U B J E C T	SUBJECT CODE		NAME (LAST, FIRST, MIDDLE)				PRIMARY PHONE	
	Other		PENNELLA, RYAN MICHAEL				[REDACTED]	
	STATEMENT TYPE		ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)				OTHER PHONE	
	None		122 GRAND RESERVE DR BUNNELL, FL 32110					
	DOB	AGE	RACE	HEIGHT	WEIGHT	HAIR COLOR	SOCIAL SECURITY	
	12/08/1983	39	WHITE			XXX	[REDACTED]	
	INJURY TYPE		INJURY - MEDICAL TREATMENT		SEX		EYE COLOR	
					Male		XXX	
SCHOOL/EMPLOYER NAME						SCHOOL/EMPLOYER PHONE		
SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)								

O T H E R S U B J E C T	SUBJECT CODE		NAME (LAST, FIRST, MIDDLE)				PRIMARY PHONE	
	Other		PENNELLA, NIKKI ANN				[REDACTED]	
	STATEMENT TYPE		ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)				OTHER PHONE	
	None		122 GRAND RESERVE DR BUNNELL					
	DOB	AGE	RACE	HEIGHT	WEIGHT	HAIR COLOR	SOCIAL SECURITY	
	11/12/1977	45	WHITE	5 2		XXX	[REDACTED]	
	INJURY TYPE		INJURY - MEDICAL TREATMENT		SEX		EYE COLOR	
					Female		XXX	
SCHOOL/EMPLOYER NAME						SCHOOL/EMPLOYER PHONE		
SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)								

O T H E R S U B J E C T	SUBJECT CODE		NAME (LAST, FIRST, MIDDLE)				PRIMARY PHONE	
	STATEMENT TYPE		ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)				OTHER PHONE	
	DOB		AGE	RACE	HEIGHT	WEIGHT	HAIR COLOR	SOCIAL SECURITY
	INJURY TYPE		INJURY - MEDICAL TREATMENT		SEX		EYE COLOR	
	SCHOOL/EMPLOYER NAME						SCHOOL/EMPLOYER PHONE	
	SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)							

O T H E R S U B J E C T	SUBJECT CODE		NAME (LAST, FIRST, MIDDLE)				PRIMARY PHONE	
	STATEMENT TYPE		ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)				OTHER PHONE	
	DOB		AGE	RACE	HEIGHT	WEIGHT	HAIR COLOR	SOCIAL SECURITY
	INJURY TYPE		INJURY - MEDICAL TREATMENT		SEX		EYE COLOR	
	SCHOOL/EMPLOYER NAME						SCHOOL/EMPLOYER PHONE	
	SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)							



Bunnell Police Department
CASE REPORT

201 W Moody Blvd. Building 2
Bunnell, FL 32110

CASE NO.

2023-00025372

DETECTIVE ASSIGNED

OFFENSE	SECTION - TYPE	ATTEMPT/COMMIT	COUNTS	DESCRIPTION
	1			
	2			
	3			
	4			
	5			
	6			

VICTIM	SUBJECT CODE	NAME (LAST, FIRST, MIDDLE)					PRIMARY PHONE				
	Victim	ELLIS,ASHLEY,MARIE									
	STATEMENT TYPE	ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)					OTHER PHONE				
	Written	14 WILLOW GROVE PL PALM COAST FL 32164									
	DOB	AGE	RACE	HEIGHT	WEIGHT	HAIR COLOR	SOCIAL SECURITY				
	04/05/1983	40	WHITE	5 5		BRO					
	INJURY TYPE	INJURY - MEDICAL TREATMENT		SEX		EYE COLOR					
				Female		HAZ					
SUSPECT	SCHOOL/EMPLOYER NAME						SCHOOL/EMPLOYER PHONE				
	SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)										

SUSPECT	SUBJECT CODE	NAME (LAST, FIRST, MIDDLE)					PRIMARY PHONE				
	STATEMENT TYPE	ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)					OTHER PHONE				
	DOB	AGE	RACE	HEIGHT	WEIGHT	HAIR COLOR	SOCIAL SECURITY				
	INJURY TYPE	INJURY - MEDICAL TREATMENT		SEX		EYE COLOR					
SUSPECT	SCHOOL/EMPLOYER NAME						SCHOOL/EMPLOYER PHONE				
	SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)										

☐ PUBLIC EXEMPTION

EVENT	REPORTED DATE/TIME	INCIDENT TYPE		
	10/29/2023 13:38	Animal Bite		
	OCCURRED FROM DATE/TIME	OCCURRED TO DATE/TIME	LOCATION OF OCCURRENCE	
	10/29/2023 12:15	10/29/2023 12:15	122 GRAND RESERVE DR Bunnell FL 32110	

REPORTING OFFICER	DATE	REVIEWING OFFICER	DATE
Coury, Richard, ,	10/29/2023		



Bunell Police Department

CASE NARATIVE SUPPLEMENT

200 South Church Street
Bunell, FL.
32110

CASE NO.

2023-00025372

DETECTIVE ASSIGNED

E V E N T	REPORTED DATE/TIME	INCIDENT TYPE	
	OCCURRED FROM DATE/TIME	OCCURRED TO DATE/TIME	LOCATION OF OCCURRENCE

O F F E N S E	SECTION - TYPE	ATTEMPT/COMMIT	COUNTS	DESCRIPTION
	1			
	2			
	3			

V I C T I M / 1 M I S S I N G	SUBJECT CODE	NAME (LAST, FIRST, MIDDLE)						PRIMARY PHONE	
	STATEMENT TYPE	ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)						OTHER PHONE	
	DOB	AGE	RACE	SEX	HEIGHT	WEIGHT	HAIR COLOR	EYE COLOR	SOCIAL SECURITY
	INJURY TYPE		INJURY - MEDICAL TREATMENT		INJURY - TRANSPORTED BY			OTHER CONTACT INFO	
	SCHOOL/EMPLOYER NAME							SCHOOL/EMPLOYER PHONE	
	SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)								

S U S P E C T	SUBJECT CODE	NAME (LAST, FIRST, MIDDLE)						PRIMARY PHONE	
	STATEMENT TYPE	ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)						OTHER PHONE	
	DOB	AGE	RACE	SEX	HEIGHT	WEIGHT	HAIR COLOR	EYE COLOR	SOCIAL SECURITY
	INJURY TYPE		INJURY - MEDICAL TREATMENT		INJURY - TRANSPORTED BY			OTHER CONTACT INFO	
	SCHOOL/EMPLOYER NAME							SCHOOL/EMPLOYER PHONE	
	SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)								

O T H E R / 1 S U B J E C T	SUBJECT CODE	NAME (LAST, FIRST, MIDDLE)						PRIMARY PHONE	
	STATEMENT TYPE	ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)						OTHER PHONE	
	DOB	AGE	RACE	SEX	HEIGHT	WEIGHT	HAIR COLOR	EYE COLOR	SOCIAL SECURITY
	INJURY TYPE		INJURY - MEDICAL TREATMENT		INJURY - TRANSPORTED BY			OTHER CONTACT INFO	
	SCHOOL/EMPLOYER NAME							SCHOOL/EMPLOYER PHONE	
	SCHOOL/EMPLOYER ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)								

REPORTING OFFICER Coury, Richard, ,	DATE 11/02/2023	REVIEWING OFFICER	DATE
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**AXON BWC**

On 11/01/2023 at approximately 1643 hours, I was contacted by Ken Ellis, husband of Ashley Ellis to potentially obtain belongings back from the residence which belongs to both Ashley and their daughter. Civil standby, case number 2023-00025620. While enroute to the residence, I attempted contact with Katie at Animal Control, but was unable to speak with her. At the residence, I proceeded to knock and ring the bell multiple times with no contact. I observed dark colored Rottweiler through glass front door acting aggressively in my presence. I witnessed the dog charging at the front door numerous times while constantly barking in attempts to break it down. No contact was made at the residence. Ken advised they have retained an attorney for this incident.

AXON BWC

On 11/01/2023 at approximately 1836 hours, Ofc. M. Fansler spoke with Ken who advised that the owner of the dog had thrown away a few items that were left at the residence due to the female being injured and trying to get away. Ofc. Fansler said he went to speak with the dog owners who advised that she accidentally threw the items away due to her being in a altered mental state. She then went on to advise that she would repay for the lost items. This was a continuation from the civil case (23-25620).

AXON BWC

On 11/02/2023 at approximately 1036 hours, I attempted contact with Ryan Pennella, resident at 122 Grand Reserve Dr to obtain additional information on the canine. I had to leave a voice message.

Also, on 11/02/2023 at approximately 1131 hours, Ryan returned my call advising Katie contacted him today at his residence to confirm all information on the canine was up to date. Ryan also advised that his wife took Ashley's items that she left at the residence and threw them out, however both his wife and Ashley had come to a civil agreement to either reimburse the items monetarily or replace them.



Bunnell Police Department
CASE REPORT

201 W Moody Blvd, Building 2
Bunnell, FL 32110

2023-00025372

STOLEN/RECOVERED PROPERTY

P R O P E R T Y	<input type="checkbox"/> LOST	<input type="checkbox"/> COUNTERFEIT/FORGED	<input type="checkbox"/> DESTROYED/DAMAGED/VANDALIZED	<input type="checkbox"/> FOUND/INVOLVED	VALUE
	<input type="checkbox"/> RECOVERED	<input type="checkbox"/> SAFEKEEPING	<input type="checkbox"/> EVIDENCE	<input type="checkbox"/> STOLEN	<input type="checkbox"/> STOLEN/RECOVERED
	QUANTITY	PROPERTY TYPE	PROPERTY CLASS		
	1	Recording-Audio Visual			
	SERIAL NUMBER	OWNER APPLIED NUMBER/MARKS	EVIDENCE LOCATION		
ITEM DESCRIPTION					
axon bwc					

P R O P E R T Y	<input type="checkbox"/> LOST	<input type="checkbox"/> COUNTERFEIT/FORGED	<input type="checkbox"/> DESTROYED/DAMAGED/VANDALIZED	<input type="checkbox"/> FOUND/INVOLVED	VALUE
	<input type="checkbox"/> RECOVERED	<input type="checkbox"/> SAFEKEEPING	<input type="checkbox"/> EVIDENCE	<input type="checkbox"/> STOLEN	<input type="checkbox"/> STOLEN/RECOVERED
	QUANTITY	PROPERTY TYPE	PROPERTY CLASS		
	4	Other			
	SERIAL NUMBER	OWNER APPLIED NUMBER/MARKS	EVIDENCE LOCATION		
ITEM DESCRIPTION					
4 photos uploaded to evidence.com.					

P R O P E R T Y	<input type="checkbox"/> LOST	<input type="checkbox"/> COUNTERFEIT/FORGED	<input type="checkbox"/> DESTROYED/DAMAGED/VANDALIZED	<input type="checkbox"/> FOUND/INVOLVED	VALUE
	<input type="checkbox"/> RECOVERED	<input type="checkbox"/> SAFEKEEPING	<input type="checkbox"/> EVIDENCE	<input type="checkbox"/> STOLEN	<input type="checkbox"/> STOLEN/RECOVERED
	QUANTITY	PROPERTY TYPE	PROPERTY CLASS		
	3				
	SERIAL NUMBER	OWNER APPLIED NUMBER/MARKS	EVIDENCE LOCATION		
ITEM DESCRIPTION					

P R O P E R T Y	<input type="checkbox"/> LOST	<input type="checkbox"/> COUNTERFEIT/FORGED	<input type="checkbox"/> DESTROYED/DAMAGED/VANDALIZED	<input type="checkbox"/> FOUND/INVOLVED	VALUE
	<input type="checkbox"/> RECOVERED	<input type="checkbox"/> SAFEKEEPING	<input type="checkbox"/> EVIDENCE	<input type="checkbox"/> STOLEN	<input type="checkbox"/> STOLEN/RECOVERED
	QUANTITY	PROPERTY TYPE	PROPERTY CLASS		
	4				
	SERIAL NUMBER	OWNER APPLIED NUMBER/MARKS	EVIDENCE LOCATION		
ITEM DESCRIPTION					

P R O P E R T Y	<input type="checkbox"/> LOST	<input type="checkbox"/> COUNTERFEIT/FORGED	<input type="checkbox"/> DESTROYED/DAMAGED/VANDALIZED	<input type="checkbox"/> FOUND/INVOLVED	VALUE
	<input type="checkbox"/> RECOVERED	<input type="checkbox"/> SAFEKEEPING	<input type="checkbox"/> EVIDENCE	<input type="checkbox"/> STOLEN	<input type="checkbox"/> STOLEN/RECOVERED
	QUANTITY	PROPERTY TYPE	PROPERTY CLASS		
	5				
	SERIAL NUMBER	OWNER APPLIED NUMBER/MARKS	EVIDENCE LOCATION		
ITEM DESCRIPTION					

P R O P E R T Y	<input type="checkbox"/> LOST	<input type="checkbox"/> COUNTERFEIT/FORGED	<input type="checkbox"/> DESTROYED/DAMAGED/VANDALIZED	<input type="checkbox"/> FOUND/INVOLVED	VALUE
	<input type="checkbox"/> RECOVERED	<input type="checkbox"/> SAFEKEEPING	<input type="checkbox"/> EVIDENCE	<input type="checkbox"/> STOLEN	<input type="checkbox"/> STOLEN/RECOVERED
	QUANTITY	PROPERTY TYPE	PROPERTY CLASS		
	6				
	SERIAL NUMBER	OWNER APPLIED NUMBER/MARKS	EVIDENCE LOCATION		
ITEM DESCRIPTION					

**AXON BWC.**

On 10/29/2023 at approximately 1338 hours, I contacted Ashley Ellis via phone call regarding an animal bite which occurred at a residence on Grand Reserve Dr. Ashley resides outside of Bunnell jurisdiction and agreed to meet with LE within the city limits.

Upon in-person contact, Ashley began to advise of the incident. In a written statement completed, Ashley said she was at a friend's house (named Nikki) inside Grand Reserve, however, did not recall the numeric. Ashley said she was helping to re-pot some plants inside the home. Ashley said she noticed some frogs inside one of the pots she was working on and proceeded to step into the backyard to set them loose. Ashley said when she went into the backyard, she leaned the pot down to let the frogs out when Nikki's rottweiler snapped and bit her in the right hand. Ashley said she then ran towards the swale and while running away, the dog lunged at her and proceeded to bite her on the left forearm. I was able to observe what appeared to be fresh bite marks on her forearm and hand as Ashley continued to tend to the bloody wounds. Ashley said she then was able to get back into the house to clean her wounds in the kitchen area. Ashley said she then took her children and left the house, telling Nikki that she was going to get her injuries checked at the hospital.

Based on the information provided, with the assistance of Ofc. M. Wichman, we were able to find a previous call for an animal bite at Nikki's residence which is located at 122 Grand Reserve Dr. On the previous call for service (case number 2021-6864), Ashley was able to confirm that it was Nikki's address. Contact was then made by LE to Animal Control. Animal Control Officer Katie (386-387-1244) advised she familiar with the residence and the dog from the previous call back in 2021. Katie said she would be enroute to the residence to speak with the owners.

Due to emergency back to back calls for service, LE was unable to meet with Katie at the residence for assistance. Katie contacted Ofc. Wichman via phone call and advised her that she had gone to the residence but no one would come to the door. Katie said there was a Jeep in the driveway. Katie advised that a dog came to the front door and was jumping on the door with such force that the door was starting to push outward. Katie said she left her paperwork in the door jam.

With the information Katie had provided to LE, Officers did not go to the residence for officer safety purposes.

This case will remain active pending Katie's contact with the resident. Photos were taken of Ashley's injuries and have been uploaded to evidence.com. In addition, an animal bite form was completed.

Animal # 43456278

ANNUAL BITE REPORT

RABIES CONTROL INVESTIGATION

1. Case Number:

008268143

Date of Report: 10/29/23

2. Name (Last, First): Ellis, Ashley		3. Sex: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	4. Age: ADULT	5. Telephone: [REDACTED]
6. Address (No. & Street): 14 Willow Grove Pl.		(City): PC	(State):	(Zip): 32137
7. Name of Parent/Guardian (if victim is a minor):		8. Address (if different than above):		
9. Source of Information (Person or Office): FCSO		Telephone: Rt. hand, Finger, left forearm		
10. Place of Attack: Residence of Dog		11. Time and Date of Attack: 10/29/23		
12. Circumstances of Attack: <input type="checkbox"/> R-S (Police Action) <input type="checkbox"/> Unknown <input type="checkbox"/> Unprovoked <input type="checkbox"/> Playful <input type="checkbox"/> Provoked <input type="checkbox"/> Sick/Injured <input type="checkbox"/> Other emptying out flower pot and dog bit				
13. Animal Owner (Custodian): Nikki + Ryan Pennella		[REDACTED]		
14. Address (No. & Street): 122 Grand Reserve Dr.		(City): Bunnell	(State):	(Zip): 32110
15. Type of Animal: <input checked="" type="checkbox"/> Dog <input type="checkbox"/> Cat <input type="checkbox"/> Other (specify)		<input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Male <input type="checkbox"/> Spayed/Neutered <input type="checkbox"/> Stray <input type="checkbox"/> Female <input type="checkbox"/> Unaltered <input type="checkbox"/> Wild <input checked="" type="checkbox"/> Unknown		Estimated Age: 4 yrs
16. Description (Breed, Color, Etc.): "Tiberius" Rotty		17. License Number:		Date: From:
18. Behavior: <input type="checkbox"/> Normal <input type="checkbox"/> Abnormal <input type="checkbox"/> Unknown		19. Prior Bite History: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
20. Vaccination Status: <input checked="" type="checkbox"/> Vaccinated <input type="checkbox"/> Unvaccinated <input type="checkbox"/> Unk. VET: + 437-7017		Vaccination Date: 6-29-23 Rabies Tag No.: <input type="checkbox"/> 1 Year Vaccine <input checked="" type="checkbox"/> 3 Year Vaccine <input type="checkbox"/> 4 Year Vaccine		
21. Animal Location: <input type="checkbox"/> Unable to Locate Animal <input checked="" type="checkbox"/> Animal Confined		From Date: 10-29-23 To Date: 11-9-23		
22. If at owner's home, has Quarantine Agreement been signed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
23. Cause of Death: <input type="checkbox"/> Illness <input type="checkbox"/> Injury <input type="checkbox"/> Euthanasia Date:				
24. Quarantine Released: 11/9/23		By: K. Rame		
25. Veterinarian <input type="checkbox"/> Did <input type="checkbox"/> Did Not See Animal		26. Head examination is: <input type="checkbox"/> Requested <input type="checkbox"/> Not Warranted		
27. Remarks:				
28. Head Sent to Lab:		Date:	By:	Telephone:
29. Results: <input type="checkbox"/> POSITIVE <input type="checkbox"/> NEGATIVE <input type="checkbox"/> UNSATISFACTORY				
30. Victim Notified By: <input type="checkbox"/> Person <input type="checkbox"/> Phone <input type="checkbox"/> Mail		Date:	By:	
31. Case Closed		Date:	By:	
32. Person Completing Form: Katie Shauer		Telephone:		

animal #
43456278

Flagler Animal Services
1 Shelter Drive, Palm Coast, FL 32137
(386) 246-8612

Case #
C08268743

Quarantine Agreement

Owners of animal(s) involved in bite/exposures are required to quarantine their animal(s) for rabies observation for a minimum of ten (10) days. Flagler Animal Services may authorize home quarantine for certain animal(s) when the following criteria are met and the investigating officer concurs that it is in the best interest to all parties and the public's health to do so.

I, Pennella, understand and agree to the following conditions and requirements.

1. My animal is currently vaccinated with a rabies vaccination that was administered by a licensed veterinarian. (Proof must be presented to the Officer.) Unvaccinated animals will be allowed home quarantine at the Officer's discretion and are required to be vaccinated by a licensed veterinarian within 10 days of the quarantine release. (Vaccinations can not be given during the quarantine period.)
2. The animal(s) will be kept inside the home or in an enclosure approved by the Officer. The animal(s) will be isolated from other animals and have minimal contact with people.
3. The animal(s) will be leashed and under the control of a person competent to restrain the animal(s) when outside for exercise or relief, and shall not be allowed to leave my property except to receive emergency veterinarian care. In such cases, the veterinarian will be advised of the quarantine. (Animals must be leashed while in fenced backyards also.)
4. Representatives from Flagler Animal Services and Flagler County Health Department may have access to my property at all reasonable times to monitor the health status of the animal(s) throughout the quarantine period.
5. If the animal(s) becomes sick, exhibits abnormal behavior, or dies during the quarantine, I will notify Flagler Animal Services immediately. If the animal(s) dies, I will surrender the body for rabies testing.
6. I fully understand and agree that a breach of any of the restrictions and conditions imposed for the quarantine period will subject the animal(s) to be immediately placed in a kennel or veterinary hospital at my expense, and that I may be liable for any penalties prescribed by law. If necessary, a veterinarian administered examination may be required. I agree to pay all costs.
7. I understand and agree to the above conditions and restrictions and further agree to indemnify and hold harmless Flagler County, the Department of Health, the Board of County Commissioners, and their agents or employees, against all claims, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the quarantine of my animal(s) at my home, including, but not limited to, costs and reasonable attorney's fees, and that if any of them are called upon to make payments arising out of an action against them by virtue of this instrument, then I shall indemnify and make them whole for any such sums expended.
8. I understand that the quarantine is from 10-29-23 through 11-9-23.


Owner's Signature

11-2/23
Date


Officer's Signature

11/2/23
Date



MaryAnn Michaels <mmichaels@flaglerhumanesociety.org>

Re: Rottweiler bite 10/29

2 messages

MaryAnn Michaels <mmichaels@flaglerhumanesociety.org>

Tue, Nov 7, 2023 at 2:05 PM

To: Tat2Roo <tat2roo@yahoo.com>

Ashley,

I spoke with our Animal Control Officer and she the City of Bunnell Police Officer contacted her immediately when she responded to you getting bit and the Police Officer reported to our Animal Control Officer what you had reported to her.

As I told you this morning you can write us a statement and I will give it to our Animal Control Officer. Our Case Number is C08268743.

The dog that bit you is current on the rabies vaccine and I called Banfield Pet Hospital and verified that the vaccine is good until June 29th, 2026.

MaryAnn Michaels
Flagler Animal Services Dispatcher
386-246-8612

On Tue, Nov 7, 2023 at 9:46 AM Tat2Roo <tat2roo@yahoo.com> wrote:

Hello,

So when exactly are you planning on coming by to get my side of the story? I was told I have to give a verbal statement of the incident.

I assumed protocol was speaking to the victim first not the dog owner.

Ashley Ellis

On Oct 31, 2023, at 08:45, MaryAnn Michaels <mmichaels@flaglerhumanesociety.org> wrote:

Thank you for sending those.
MaryAnn
Flagler Animal Services Dispatcher
386-246-8612

On Mon, Oct 30, 2023 at 4:23 PM Tat2Roo <tat2roo@yahoo.com> wrote:

Rottweiler bite
Right hand and palm
Left forearm

Ashley M Ellis



Katie Share <kshare@flaglerhumanesociety.org>

Fwd: Rottweiler bite 10/29

3 messages

MaryAnn Michaels <mmichaels@flaglerhumanesociety.org>
To: Katie Share <kshare@flaglerhumanesociety.org>

Tue, Oct 31, 2023 at 9:04 AM

Katie,
I added two of the photo's to the case.
MaryAnn

----- Forwarded message -----

From: **Tat2Roo** <tat2roo@yahoo.com>
Date: Mon, Oct 30, 2023 at 4:23 PM
Subject: Rottweiler bite 10/29
To: <Mmichaels@flaglerhumanesociety.org>

Rottweiler bite
Right hand and palm
Left forearm

Ashley M Ellis

5 attachments



image0.jpeg
474K



image1.jpeg
842K



image1.jpeg
842K



image2.jpeg
763K



image3.jpeg
941K



image4.jpeg
1193K

Katie Share <kshare@flaglerhumanesociety.org>
To: "ryanp908@gmail.com" <ryanp908@gmail.com>

Sun, Nov 26, 2023 at 1:44 PM

The victim would like for further investigation concerning the dog bite that she received. I am requesting that your wife provide a written notarized statement of the event that took place. The victim will be providing one as well. This is documentation that I will need to investigate for a dangerous dog classification for your dog. This is a preliminary process to see if the evidence provided fits the dangerous dog statute. If a statement is not received from the dog owner then I will have to go based on the victim's statement alone.

[Quoted text hidden]

**Katie Share** <kshare@flaglerhumanesociety.org>

Dog Bite

2 messages

Katie Share <kshare@flaglerhumanesociety.org>
To: ryanp908@gmail.com

Wed, Dec 6, 2023 at 10:46 AM

I have received a statement from the Victim, Ms. Ellis. She would like for us to consider your dog to be classified as a dangerous dog. I am again requesting a statement from your wife on her perspective of what happened the date of the bite. If I do not receive a response then I will have only the victim's statement to take into consideration. Please let me know if you plan to submit a statement for review in this case.

Katie Share <kshare@flaglerhumanesociety.org>
To: ryanp908@gmail.com

Wed, Jan 17, 2024 at 10:06 AM

I will be completing my investigation on your bite incident and based on the victim's statement, I have enough evidence to declare your dog dangerous. You will be receiving the paperwork via US mail. Please read and respond accordingly.

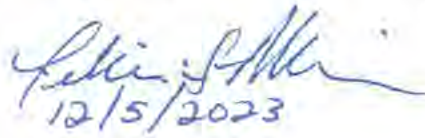
[Quoted text hidden]

STATEMENT OF ASHLEY M. ELLIS DOG ATTACK INCIDENT 10-29-2023

On October 29th I arrived at Nikki Pennella's house of 122 Grand Reserve Dr at 10:35am with my five year old daughter and my 15 week old son. At the time we arrived, Nikki placed her male Rottweiler (Tiberius) on the lead right outside the lanai. We waited at the front door while she put him out. We spent the next two hours in the house while the dog stayed outside on the patio. Several times the dog jumped on the lanai screen and she repeatedly had to tell him to get down. Around noon we entered the lanai and started repotting her plants. At that time my daughter was playing on her iPad and my son was sitting in his car seat next to his sister. One of the pots Nikki was using had miniature frogs so she handed me the pot and asked me to dump them outside. I grabbed the pot and walked outside the lanai onto her patio. I knelt down and her dog approached me on my right side blocking me from the lanai door. As I dumped the flower pot of dirt, immediately I saw that he turned aggressive, showed his teeth and jumped right at me. At that moment, I quickly raised my right hand to avoid being bit on my face. The dog latched onto my hand and I quickly jumped up and turned to run and while doing so he grabbed my left forearm and tore a chunk of skin off my arm. I ran for my life thinking I was about to be mauled and jumped into the swale knowing he could no longer reach me on his lead. After being in the water and assessing my wounds, the dog continually tried to come at me. He never backed down. I was in fear for my life. Nikki ran outside and came straight to me. She came over and asked what happened and I told her that her dog bit me for no reason. I asked her to get a hold of her dog because I wanted to get out of the backyard. She got up and tried holding the dog back by his collar and he was still trying to lunge at me and bark at me aggressively. My daughter at that time was screaming in the lanai. I had to walk the property line into her neighbors yard because her dog tried running at me again but was stopped by the lead. I ran to her front door since I no longer felt safe entering the lanai. I washed my wounds in her kitchen. She never offered medical attention from 911. While washing my wound, she just kept telling me that it didn't look that bad, and that everything was going to be OK. I felt she was trying to coddle me and control the situation because she knew her dog had prior incidents. She did not report the incident to Bunnell PD like the ordinance states 10-177. I immediately grabbed my children and left her residence at 12:52pm. I was bit by the dog around 12:15-12:20. After driving home in a panic, I then called the sheriffs office and was transferred over to Bunnell Police Department. I met with the officers and gave them my written statement. While giving my statement to the officers, I was informed by the the two police officers that this dog has had prior incident reports of biting. After the incident, the dog owner Nikki had stopped communicating with me, and also trashed my property (iPad and sunglasses) that I left at her residence. Nikki and I are no longer on speaking terms. If I would've known the dog had prior incident reports, I would've never taken my children over there nor would I have put myself around the dog.


ASHLEY M. ELLIS




FELICIA S. MILLER
Notary Public
State of Florida
Comm# HH313776
Expires 9/19/2026











File



Flagler Animal Services
1 Shelter Drive, Palm Coast, FL 32137
386-246-8612

Date: January 18, 2024

SHOW OF SUFFICIENT CAUSE TO DECLARE A DOG DANGEROUS

Dear Mr. Ryan Pennella & Mrs. Nikki Pennella,

Please consider this notification of sufficient cause to declare your canine, Tiberuis, as a dangerous dog. Your canine was found in violation of Florida State Statutes 767.11, Section 1, Sub Section A.

On October 29, 2023, the violation occurred at the location of 122 Grand Reserve Drive, Bunnell, FL 32110. The incident occurred as follows: The victim went outside where the dog was tied out. She was emptying a flowerpot when "Tiberuis" jumped at her and bit her in the hand when she raised it to protect her face. While attempting to get away from "Tiberuis" she was bitten in the left forearm as well. The bites resulted in torn flesh and the need for medical attention.

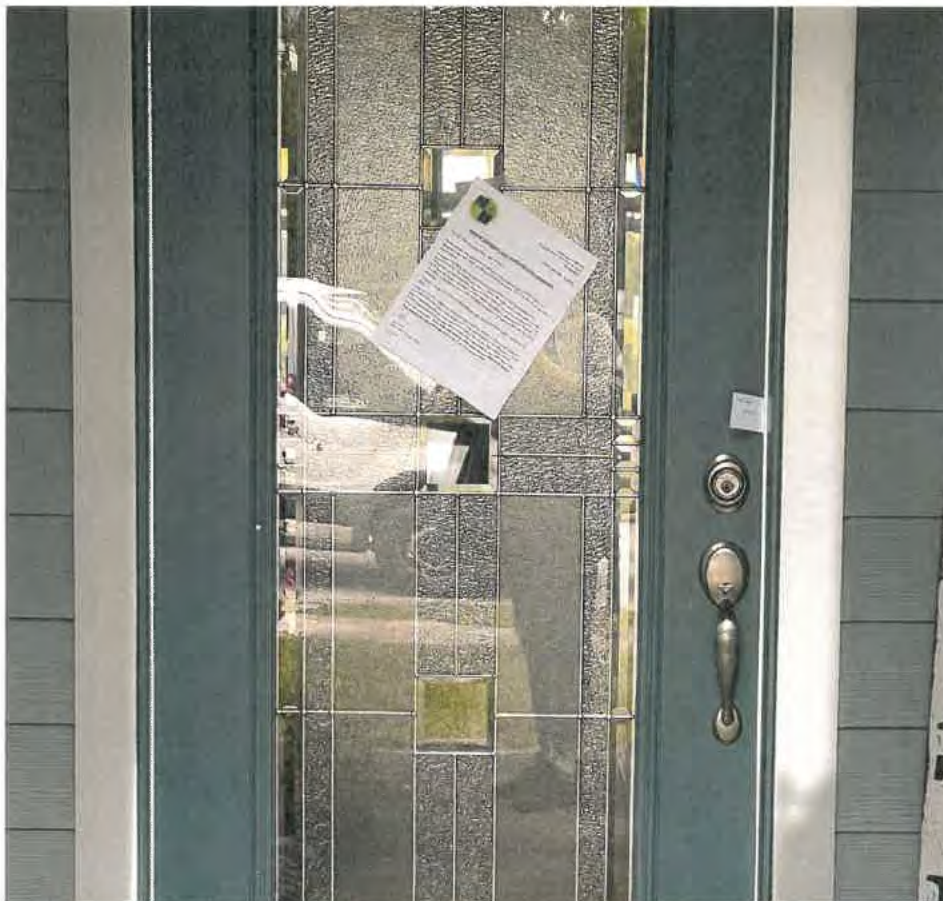
"Tiberuis" also has two prior documented bite cases from December of 2019 and March of 2021.

Attached is a copy of Steps to Declaring a Dog Dangerous, which is a step-by-step procedure that Animal Services follows according to the Florida State Statutes. This will guide you if you wish to appeal this decision. Also attached is a copy of the Florida State Statutes 767.10-767.14 concerning dangerous dogs, pertaining to your responsibilities and rights. Please read them both thoroughly. **At this time, you need to confine your dog according to the Florida State Statutes for dangerous dogs.** Please call if you have any questions.

Katie Share
Flagler Animal Services Officer

ATTACHMENT
CC: FILE

As of 1/31/24 -
Did not receive a
letter to appeal.



Add a Caption

Thursday • Jan 18, 2024 • 11:34 AM

[Adjust](#)

 IMG_0102

Apple iPhone 13 Pro Max

HEIF

Telephoto Camera — 77 mm $f2.8$

12 MP • 3024 x 4032 • 3.4 MB

ISO 80

77 mm

0 ev

$f2.8$

1/99 s



Bunnell

[Adjust](#)







File



Flagler Animal Services
1 Shelter Drive, Palm Coast, FL 32137
386-246-8612

February 1, 2024

NOTIFICATION OF DECLARING A DOG DANGEROUS

Dear Mr. Ryan Pennella & Mrs. Nikki Pennella,

As of this day, our office has not received written notice of appeal of the *Show of Sufficient Cause to Declare a Dog Dangerous* notification. Please consider this notification to declare your dog dangerous. Your dog was found in violation of Florida State Statutes 767.11, Section 1, Sub Section A.

On October 29, 2023, the violation occurred at the location of 122 Grand Reserve Drive, Bunnell, FL 32110. The incident occurred as follows: The victim went outside where the dog was tied out. She was emptying a flowerpot when "Tiberuis" jumped at her and bit her in the hand when she raised it to protect her face. While attempting to get away from "Tiberuis" she was bitten in the left forearm as well. The bites resulted in torn flesh and the need for medical attention.

"Tiberuis" also has two prior documented bite cases from December of 2019 and March of 2021.

Attached is another copy of the Florida State Statutes 767.10-767.14 concerning dangerous dogs, pertaining to your responsibilities and rights. Please read it thoroughly. You have 10 days from receipt of this letter to appeal the dangerous dog classification with the county court. (Please only request a hearing if you want to appeal the dangerous dog classification.) If you do not want to appeal, you will be contacted by our office to complete the next step of the dangerous dog classification. Please call if you have any questions.

Katie Share
Flagler Animal Services Officer

ATTACHMENT
CC: FILE

2/1/24 -
Received letter (email)
to appeal



Add a Caption

Thursday • Feb 1, 2024 • 10:26 AM

[Adjust](#)

🔗 IMG_0217

Apple iPhone 13 Pro Max

HEIF

Telephoto Camera — 77 mm $f2.8$

12 MP • 3024 x 4032 • 4.2 MB

ISO 80

77 mm

0 ev

$f2.8$

1/99 s



Runnell

[Adjust](#)





GATHER
here

NOTIFICATION OF OCCURRING A DOG DANGEROUS

Finger Animal Services
10000 South Pine Court, Ft. Lauderdale, FL 33325
305-586-5012
February 1, 2024

Dear Mr. Ryan Reynolds & Mrs. Niki Reynolds

All of this district office has not received written notice of appeal in the Show of Officer. Please to decide if dog dangerous or not. Please consider this notification to decide if your dog dangerous. Your dog was found in violation of Florida State Statute 307.12, Section 1, sub-section A.

On October 18, 2023, the violation occurred at the location of 122 Grand Avenue Drive, Apartment 21, 33310. The incident occurred as follows: The victim was outside where the dog was not put. She was wearing a flowerpot when "Theodore" jumped at her and bit her in the hand when she tried to protect her face. While attempting to get away from "Theodore" she was bitten in the left forearm as well. The bite resulted in torn flesh and the need for medical attention.

"Theodore" also has two prior documented bite cases from December of 2019 and March of 2021.

Attached is another copy of the Florida State Statutes 307.12-307.18 concerning dangerous dogs pertaining to your responsibilities and rights. Please read it thoroughly. You have 30 days from receipt of this letter to appear in court to contest the citation with the county court. Please only appear if you wish to appeal the citation. If you do not wish to appear, you will be considered by the office to complete the next step of the dangerous dog notification. Please call if you have any questions.


Kim Sherr
Finger Animal Services Director

Fwd: Appel

1 message

Ryan <ryanp408@gmail.com>
To: ups5906@gmail.com

Thu, Feb 1, 2024 at 12:51 PM

Sent from my iPhone

Begin forwarded message:

From: Ryan P <Ryanp408@gmail.com>
Date: February 1, 2024 at 12:34:02 PM EST
To: Ryan P <Ryanp408@gmail.com>
Subject: Appel

I Ryan Pennella,

I Ryan Pennella is here to appeal that my dog Tiberius is a dangerous dog .. The incident that occurred at my home at 122 Grand Reserve Dr Bunnell Fl. On Oct 29th my dog was kept away from Ashley. and my Wife Nikki Pennella told her to let her know if and when you go outside. Ashley Maliciously threw the water bowl at my dog to provoke him since he was on a leash and the water bowl was in the backyard and he was wet. Ashley did it puppulsy to come after our insurance company to get money out of us! Because a day later we received letters and phone calls from Morgan and Morgan!! I spoke to Katie at Flagler Animal Services and she said it was a non issue that day since it was on our property and ect. Tiberius is a great dog and needs not to be demand Dangerous due to someone looking to get money out of us and our insurance company. I have a letter stating that Tiberuis has Training with Off Leash K9 Training back in 2021 and is also Registered with the ADA as a support animal . I can also show that my homeowners insurance followed up with Ashley and Morgan and Morgan and there getting no response due to Morgan and Morgan knowing this is a ps claim and they won't take the case. So please see my Dog Tiberus is a great dog and must be taken off the dangerous list. Thank you.

Ryan Pennella

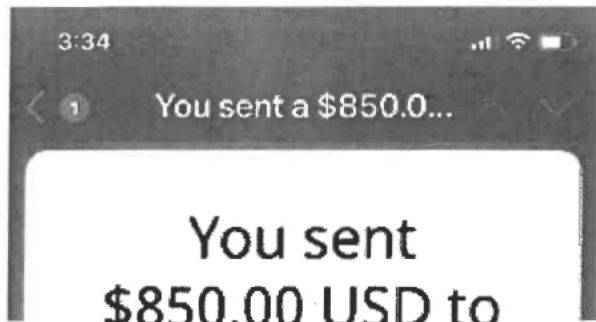
2 attachments



IMG_4456.PNG
324K

1/20/24 12:51 PM





Transaction Details

Transaction ID: 4NM74348650808932 April 29, 2021

Money sent **\$850.00 USD**

Paid with:

VISA ****6025 \$850.00 USD



REG
NO. 209353

LETTER OF REGISTRATION



This letter hereby certifies the applicant of official registration with the ADA Registry USA. This registration applies to applicant and support animal, promoting their access and request for acceptance and accommodations. The registration may serve as proof of a particular need of an emotional support or otherwise working dog to aid the owner / registrant.

Our goal is educate and promote protections, rights and responsibilities of support dog owners. Federal law makes it clear and prohibits discrimination of Breed, size, training level or age of any emotional support or service dog.

INTERNAL CODE	DATE ISSUED
ADA-784-209353	JAN 2024

NON-TRANSFERABLE

ADAREG9 4995-3-0002992017

These Legal Assurances Include but are not limited to:

Dwelling, Renting and Housing Rights

In general, a support animal (ESA) is defined as any animal that brings comfort and support to an individual with a psychological, mental or emotional issue. These maladies can range from social phobias, to depression, to anxiety, and to PTSD. Persons with these issues, can be afforded benefits and access to dwellings, Rentals and Housing. Local laws may differ, but the owner, landlord or lease holder may permit special provisions to those who have registered and benefit from the use of a support animal. These requests are not guaranteed by law but are requests made by individuals to aid them in recovery or provide therapeutic benefit for a physical or mental issue.

Restaurants, Events and Public Areas

Independent access is an integral part of these rights. Persons with mental or physical issues should be afforded to as much independence in life as possible. Their use of public places like restaurants, shopping and other public areas are no exception. Those who manage public spaces can, upon request, make specific accommodations to patrons with issues while considering the impact on their operation and their safety obligations. People With Service Animals Must Be Allowed Access To All Public Accommodations. This right takes precedence over all state and local laws which might otherwise prohibit animals in those places such as Stores, Malls, Restaurants, Hotels/Resorts, Airlines, Cruises, Taxi cabs, Buses just to name a few.

Airline Travel, Public Transportation

Carriers, terminal operators and transportation employees may accept requests by accommodating persons with mental issues or physical limitations that may cause undue hardship. This means that carriers, terminal operators and transportation employees should consider: (1) Providing accommodations / access /entry that give a person with a support or therapy animal access to transportation services. (2) Provide these accommodations where doing so is reasonable, practical or helpful. The request is made in good faith to alliviate undue hardship of registrant. It is widely recognized and accepted that people who rely on animals to provide assistance may find benefit or comfort. The registrant agrees to terms set by grantor, to maintain dog within their control at all times and to be responsible for safety and health concerns related to their support or therapy animal.

(www.adaregistry.com)

PROGRESSIVE HOME CLAIMS
PO BOX 5009
ANTIOCH, TN 37011-5009



January 29, 2024

MORGAN & MORGAN
501 RIVERSIDE AVE
SUITE 1200
Jacksonville, FL 32202

CERTIFIED AND REGULAR MAIL
RETURN RECEIPT REQUESTED
ITEM #: 9589 0710 5270 0909 1039 39

Insured: Nikki Pennella and Ryan M Pennella
Insurer: American Strategic Insurance Corp
Claim Number: 1287532-231001
Date of Loss: October 29, 2023
Policy Number: FLA385144
Claimant: Ashley Ellis

Dear Morgan & Morgan,

This will serve to acknowledge your representation relative to the above captioned claim. Please be advised that we have recently been placed on notice of this claim and our investigation is ongoing.

We are currently operating under a reservation of rights as it appears this incident involves an excluded breed.

Please advise if you are still pursuing this claim on behalf of your client.

If you require additional information or have any questions regarding this communication, please contact the undersigned directly. I can be reached at 866-274-5677, ext. 1982 during normal business hours.

Sincerely,

A handwritten signature in cursive script that reads "Kerry Layden".

Kerry Layden
FL License # W036248
Claims Adjuster
Office: 440-620-5819
Fax: 877-302-1922

cc: Nikki Pennella and Ryan M Pennella

Sec. 10-176. Authority to keep dangerous dogs and cats.

- (a) The provisions of F.S. §§ 767.10—767.16, or their successor, which apply to dangerous dogs, are hereby adopted by reference. Pursuant to F.S. § 767.12(1)(b), or its successor, an owner whose dog has been classified as dangerous may submit a written request to the city commission for a hearing to appeal the classification within ten business days after the owner's receipt of the written notice of the classification. The owner must confine the dog in a securely fenced or enclosed area pending a resolution of the appeal. The appeal shall come before and be heard by the city commission at its next regularly scheduled meeting unless the city commission establishes an earlier time. The officer classifying the dog as dangerous shall identify the facts that show the dog is dangerous as defined by F.S. §§ 767.11(1), (3) and 767.12(1)(a), or their successors.
- (b) If any dangerous, fierce or vicious dog or cat is found at large and cannot be safely taken up and impounded, such dog or cat may be slain by any police officer or animal control officer. Such action shall not impose any civil or criminal liability upon the city or its police officers or animal control officers.

(Ord. No. 2011-05, § 1, 5-9-11)

Select Year: 2023 ▼ Go

The 2023 Florida Statutes (including Special Session C)

[Title XLV](#)
TORTS

[Chapter 767](#)
DAMAGE BY DOGS; DANGEROUS DOGS

[View Entire Chapter](#)

CHAPTER 767 DAMAGE BY DOGS; DANGEROUS DOGS

PART I DAMAGE BY DOGS (ss. 767.01-767.07)

PART II DANGEROUS DOGS (ss. 767.10-767.16)

PART I DAMAGE BY DOGS

- 767.01 Dog owner's liability for damages to persons, domestic animals, or livestock.
767.02 Sheep-killing dogs not to roam about.
767.03 Good defense for killing dog.
767.04 Dog owner's liability for damages to persons bitten.
767.05 Owner's liability for damages by dog to dairy cattle.
767.07 Interpretation.

767.01 Dog owner's liability for damages to persons, domestic animals, or livestock.—Owners of dogs shall be liable for any damage done by their dogs to a person or to any animal included in the definitions of “domestic animal” and “livestock” as provided by s. 585.01.

History.—RS 2341; ch. 4979, 1901; GS 3142; RGS 4957; CGL 7044; s. 1, ch. 94-339.

767.02 Sheep-killing dogs not to roam about.—It is unlawful for any dog known to have killed sheep to roam about over the country unattended by a keeper. Any such dog found roaming over the country unattended shall be deemed a run-about dog, and it is lawful to kill such dog.

History.—s. 1, ch. 4185, 1893; GS 3143; RGS 4958; CGL 7045.

767.03 Good defense for killing dog.—In any action for damages or of a criminal prosecution against any person for killing or injuring a dog, satisfactory proof that said dog had been or was killing any animal included in the definitions of “domestic animal” and “livestock” as provided by s. 585.01 shall constitute a good defense to either of such actions.

History.—s. 1, ch. 4978, 1901; GS 3144; RGS 4959; CGL 7046; s. 1, ch. 79-315; s. 2, ch. 94-339.

767.04 Dog owner's liability for damages to persons bitten.—The owner of any dog that bites any person while such person is on or in a public place, or lawfully on or in a private place, including the property of the owner of the dog, is liable for damages suffered by persons bitten, regardless of the former viciousness of the dog or the owners' knowledge of such viciousness. However, any negligence on the part of the person bitten that is a

proximate cause of the biting incident reduces the liability of the owner of the dog by the percentage that the bitten person's negligence contributed to the biting incident. A person is lawfully upon private property of such owner within the meaning of this act when the person is on such property in the performance of any duty imposed upon him or her by the laws of this state or by the laws or postal regulations of the United States, or when the person is on such property upon invitation, expressed or implied, of the owner. However, the owner is not liable, except as to a person under the age of 6, or unless the damages are proximately caused by a negligent act or omission of the owner, if at the time of any such injury the owner had displayed in a prominent place on his or her premises a sign easily readable including the words "Bad Dog." The remedy provided by this section is in addition to and cumulative with any other remedy provided by statute or common law.

History.—s. 1, ch. 25109, 1949; s. 1, ch. 93-13; s. 1155, ch. 97-102.

767.05 Owner's liability for damages by dog to dairy cattle.—An owner or keeper of any dog that kills, wounds, or harasses any dairy cattle shall be jointly and severally liable to the owner of such dairy cattle for all damages done by such dog; and it is not necessary to prove notice to or knowledge by any such owner or keeper of such dog that the dog was mischievous or disposed to kill or worry any dairy cattle.

History.—s. 2, ch. 79-315; s. 482, ch. 81-259.

767.07 Interpretation.—Section 767.05 is supplemental to all other laws relating to dogs not expressly referred to therein and shall not be construed to modify, repeal, or in any way affect any part or provision of any such laws not expressly repealed therein or to prevent municipalities from prohibiting, licensing, or regulating the running at large of dogs within their respective limits by law or ordinance now or hereafter provided.

History.—s. 2, ch. 79-315.

PART II DANGEROUS DOGS

767.10 Legislative findings.

767.11 Definitions.

767.12 Classification of dogs as dangerous; certification of registration; notice and hearing requirements; confinement of animal; exemption; appeals; unlawful acts.

767.13 Attack or bite by dangerous dog; penalties; confiscation; destruction.

767.135 Attack or bite by unclassified dog that causes death; confiscation; destruction.

767.136 Attack or bite by unclassified dog that causes severe injury or death; penalties.

767.14 Additional local restrictions authorized.

767.15 Other provisions of chapter 767 not superseded.

767.16 Police canine or service dog; exemption.

767.10 Legislative findings.—The Legislature finds that dangerous dogs are an increasingly serious and widespread threat to the safety and welfare of the people of this state because of unprovoked attacks which cause injury to persons and domestic animals; that such attacks are in part attributable to the failure of owners to confine and properly train and control their dogs; that existing laws inadequately address this growing problem; and that it is appropriate and necessary to impose uniform requirements for the owners of dangerous dogs.

History.—s. 1, ch. 90-180.

767.11 Definitions.—As used in this act, unless the context clearly requires otherwise:

- (1) "Dangerous dog" means any dog that according to the records of the appropriate authority:
 - (a) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;
 - (b) Has more than once severely injured or killed a domestic animal while off the owner's property; or
 - (c) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement

by one or more persons and dutifully investigated by the appropriate authority.

(2) “Unprovoked” means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

(3) “Severe injury” means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

(4) “Proper enclosure of a dangerous dog” means, while on the owner’s property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide protection from the elements.

(5) “Animal control authority” means an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the city, county, or state. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority under this act.

(6) “Animal control officer” means any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this act or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals and includes any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

(7) “Owner” means any person, firm, corporation, or organization possessing, harboring, keeping, or having control or custody of an animal or, if the animal is owned by a person under the age of 18, that person’s parent or guardian.

History.—s. 2, ch. 90-180; s. 2, ch. 93-13; s. 1156, ch. 97-102; s. 1, ch. 2011-211.

767.12 Classification of dogs as dangerous; certification of registration; notice and hearing requirements; confinement of animal; exemption; appeals; unlawful acts.—

(1) An animal control authority shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the owner and require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.

(a) An animal that is the subject of a dangerous dog investigation because of severe injury to a human being may be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and held. The animal may be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be destroyed, the dog may not be destroyed while an appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal.

(b) An animal that is the subject of a dangerous dog investigation which is not impounded with the animal control authority must be humanely and safely confined by the owner in a securely fenced or enclosed area. The animal shall be confined in such manner pending the outcome of the investigation and the resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. The address at which the animal resides shall be provided to the animal control authority. A dog that is the subject of a dangerous dog investigation may not be relocated or its ownership transferred pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If a dog is to be destroyed, the dog may not be relocated or its ownership transferred.

(2) A dog may not be declared dangerous if:

(a) The threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member.

(b) The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(3) After the investigation, the animal control authority shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and, if sufficient cause is found, as to the appropriate penalty under subsection (5). The animal control authority shall afford the owner an opportunity for a hearing prior to making a final determination regarding the classification or penalty. The animal control authority shall provide written notification of the sufficient cause finding and proposed penalty to the owner by registered mail, certified hand delivery, or service in conformance with the provisions of chapter 48 relating to service of process. The owner may file a written request for a hearing regarding the dangerous dog classification, penalty, or both, within 7 calendar days after receipt of the notification of the sufficient cause finding and proposed penalty. If the owner requests a hearing, the hearing shall be held as soon as possible, but not later than 21 calendar days and not sooner than 5 days after receipt of the request from the owner. If a hearing is not timely requested regarding the dangerous dog classification or proposed penalty, the determination of the animal control authority as to such matter shall become final. Each applicable local governing authority shall establish hearing procedures that conform to this subsection.

(4) Upon a dangerous dog classification and penalty becoming final after a hearing or by operation of law pursuant to subsection (3), the animal control authority shall provide a written final order to the owner by registered mail, certified hand delivery or service. The owner may appeal the classification, penalty, or both, to the circuit court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order. If the dog is not held by the animal control authority, the owner must confine the dog in a securely fenced or enclosed area pending resolution of the appeal. Each applicable local governing authority must establish appeal procedures that conform to this subsection.

(5)(a) Except as otherwise provided in paragraph (b), the owner of a dog classified as a dangerous dog shall:

1. Within 14 days after issuance of the final order classifying the dog as dangerous or the conclusion of any appeal that affirms such final order, obtain a certificate of registration for the dog from the animal control authority serving the area in which he or she resides, and renew the certificate annually. Animal control authorities are authorized to issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to the animal control authority sufficient evidence of:

- a. A current certificate of rabies vaccination for the dog.
- b. A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property.
- c. Permanent identification of the dog, such as a tattoo on the inside thigh or electronic implantation.

The appropriate governmental unit may impose an annual fee for the issuance of certificates of registration required by this section.

2. Immediately notify the appropriate animal control authority when the dog:

- a. Is loose or unconfined.
- b. Has bitten a human being or attacked another animal.
- c. Is sold, given away, or dies.
- d. Is moved to another address.

Before a dangerous dog is sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with all of the requirements of this section and implementing local ordinances, even if the animal is moved from one local jurisdiction to another within the state. The animal control officer must be notified by the owner of a dog classified as dangerous that the dog is in his or her jurisdiction.

3. Not permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or animal. The owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his or her sight and only members of the immediate household or persons

18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.

(b) If a dog is classified as a dangerous dog due to an incident that causes severe injury to a human being, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, the dog may be destroyed in an expeditious and humane manner.

(6) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in any legal procedures. However, such dogs at all other times in all other respects are subject to this and local laws. Dogs that have been classified as dangerous may not be used for hunting purposes.

(7) A person who violates any provision of this section commits a noncriminal infraction, punishable by a fine not to exceed \$500.

History.—s. 3, ch. 90-180; s. 3, ch. 93-13; s. 3, ch. 94-339; s. 1157, ch. 97-102; s. 2, ch. 2016-16.

767.13 Attack or bite by dangerous dog; penalties; confiscation; destruction.—

(1) If a dog that has previously been declared dangerous attacks or bites a person or a domestic animal without provocation, the owner is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. In addition, the dangerous dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and held for 10 business days after the owner is given written notification under s. 767.12, and thereafter destroyed in an expeditious and humane manner. This 10-day time period shall allow the owner to request a hearing under s. 767.12. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(2) If a dog that has previously been declared dangerous attacks and causes severe injury to or death of any human, the owner is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. In addition, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time or held for 10 business days after the owner is given written notification under s. 767.12, and thereafter destroyed in an expeditious and humane manner. This 10-day time period shall allow the owner to request a hearing under s. 767.12. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(3) If the owner files a written appeal under s. 767.12 or this section, the dog must be held and may not be destroyed while the appeal is pending.

(4) If a dog attacks or bites a person who is engaged in or attempting to engage in a criminal activity at the time of the attack, the owner is not guilty of any crime specified under this section.

History.—s. 4, ch. 90-180; s. 4, ch. 93-13; s. 4, ch. 94-339; s. 3, ch. 2016-16.

767.135 Attack or bite by unclassified dog that causes death; confiscation; destruction.—If a dog that has not been declared dangerous attacks and causes the death of a human, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time or held for 10 business days after the owner is given written notification under s. 767.12, and thereafter destroyed in an expeditious and humane manner. This 10-day time period shall allow the owner to request a hearing under s. 767.12. If the owner files a written appeal under s. 767.12 or this section, the dog must be held and may not be destroyed while the appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

History.—s. 4, ch. 90-180; s. 4, ch. 93-13; s. 4, ch. 94-339; s. 3, ch. 2016-16.

Note.—Former s. 767.13(2).

767.136 Attack or bite by unclassified dog that causes severe injury or death; penalties.—

(1) If a dog that has not been declared dangerous attacks and causes severe injury to, or the death of, a human, and the owner of the dog had knowledge of the dog's dangerous propensities, yet demonstrated a reckless

disregard for such propensities under the circumstances, the owner of the dog commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(2) If the dog attacks or bites a person who is engaged in or attempting to engage in a criminal activity at the time of the attack, the owner of the dog is not guilty of any crime under this section.

History.—s. 4, ch. 2016-16.

767.14 Additional local restrictions authorized.—This act does not limit any local government or public housing authority from adopting an ordinance or a policy, respectively, to address the safety and welfare concerns caused by attacks on persons or domestic animals; placing further restrictions or additional requirements on owners of dogs that have bitten or attacked persons or domestic animals; or developing procedures and criteria for the implementation of this act, provided that no such regulation is specific to breed, weight, or size and that the provisions of this act are not lessened by such additional regulations or requirements.

History.—s. 5, ch. 90-180; s. 5, ch. 2016-16; s. 1, ch. 2023-253.

767.15 Other provisions of chapter 767 not superseded.—Nothing in this act shall supersede chapter 767, Florida Statutes 1989.

History.—s. 6, ch. 90-180.

767.16 Police canine or service dog; exemption.—

(1) Any canine that is owned, or the service of which is employed, by a law enforcement agency, is exempt from this part.

(2) Any dog used as a service dog for blind, hearing impaired, or disabled persons that bites another animal or a human is exempt from any quarantine requirement following such bite if the dog has a current rabies vaccination that was administered by a licensed veterinarian.

History.—s. 1, ch. 91-228; s. 6, ch. 2016-16; s. 2, ch. 2019-9.



NOTICE OF HEARING

February 6, 2024

TO: Ryan Pennella and Niki Pennella
122 Grand Reserve Drive
Bunnell, FL 32110

VIA: Hand Delivery by Gary Harris to Ryan and Niki Pennella at the property listed above on: February 6, 2024.

Posting on Property by Gary Harris at property above on: February 6, 2024.

Posting at City Hall Public Notice Board on February 6, 2024.

Via Email delivery to Ryanp408@gmail.com on February 6, 2024.

Via certified U.S. Mail to address above on: February 6, 2024.

IN ACCORDANCE WITH CHAPTER 767, FLORIDA STATUTES AND CITY OF BUNNELL ORDINANCE 10-176, NOTICE HAS BEEN PROVIDED TO YOU THAT A HEARING WILL BE HELD BEFORE THE BUNNELL CITY COMMISSION ON MONDAY, FEBRUARY 12, 2024, AT 7:00 P.M. IN THE CHAMBERS ROOM LOCATED AT 1769 EAST MOODY BOULEVARD, BUNNELL FLORIDA 32110.

THE PURPOSE OF THE HEARING IS TO CONSIDER YOUR NOTICE OF APPEAL DATED FEBRUARY 1, 2024, OF THE FLAGLER ANIMAL SERVICES' NOTIFICATION OF DECLARING DANGEROUS DOG. DURING THE HEARING, THE CITY COMMISSION WILL DETERMINE WHETHER TO UPHOLD THE FLAGLER ANIMAL SERVICES' PRIOR DETERMINATION.

AT THE HEARING, YOU WILL BE ALLOWED TO PRESENT TESTIMONY OR OTHER EVIDENCE IN YOUR DEFENSE. ALSO PRESENT AT THE HEARING WILL BE A REPRESENTATIVE FROM FLAGLER ANIMAL SERVICES. THE COMMISSION MAY ALSO CONSIDER TESTIMONY FROM WITNESSES OR BUNNELL POLICE OFFICERS AS WELL AS ANY WRITTEN REPORT(S), WRITTEN STATEMENTS, POLICE REPORTS, PHOTOGRAPHS OR ANY OTHER EVIDENCE GATHERED DURING THE INVESTIGATION OF THE ALLEGED DANGEROUS DOG VIOLATION THAT OCCURRED ON OCTOBER 29, 2023, AT YOUR RESIDENCE.

IT IS HIGHLY RECOMMENDED THAT YOU APPEAR. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CITY ATTORNEY BY PHONE AT (904) 495-1054 OR BY EMAIL AT PAUL@VOSELAW.COM.



2.6.2024 14:19