

CONTRACT REVIEW CHECKLIST**CONTRACT TYPE:** Commodity**SUBJECT:** Project known as: B170407GWT Citric AcidBetween Lee County and Hawkins Inc.**Reference:** Department Director approval: N/ACounty Administrator approval: N/A**Reference:** Board action approving contract/agreement
Board Date: 2/20/18 Agenda Item No.: Item 24

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement*Project Sponsoring Department*

____ Recommendation to execute

____ Not recommending execution for the following reason(s):

Date received: _____ Date returned/forwarded: _____

Signed: _____

(2) **By Procurement Management:**X Recommending execution____ Not recommending execution for the following reason(s):

Procurement Contract Reviewed by: _____

Date: _____

Date received: _____ Date returned/forwarded: 3/12/18Signed: *[Signature]*(3) **By the Risk Management**X Recommending execution____ Not recommending execution for the following reason(s):
____Date received: Mar 12, 2018 Date returned/forwarded: Mar 14, 2018Signed: *[Signature]*(4) **By the County Attorney:**✓ Recommending execution____ Not recommending execution for the following reason(s):
____Date received: 3/14/18 Date returned/forwarded: _____Signed: *[Signature]*(5) **Board**(6) **Clerk's Office, Minutes Department**(7) **Procurement Management**

2018 MAR 14 PM 2:06
 RECEIVED BY
 LEE COUNTY CLERK
 3/15/18

03-14-2018
[Signature]



ITEM 24.
Utilities - Consent

AGENDA ITEM REPORT

DATE: February 20, 2018
DEPARTMENT: Utilities
REQUESTER: Pamela Keyes
TITLE: Approve Purchase of Citric Acid for Utilities

I. MOTION REQUESTED

A) Award Invitation to Bid No. B170407GWT, Citric Acid, to Hawkins Water Treatment Group, Inc. for use on an as needed basis to purchase citric acid, as approved in the department's annual adopted budget, for an initial term of one year.

B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

C) Grant the Director of Procurement Management the authority to negotiate renewals of the contracts, including changes in price, and to execute renewal documents for up to three additional one-year periods, with County Administration approval, as approved in the departments' annual adopted budgets, if doing so is in the best interest of Lee County.

II. ITEM SUMMARY

Awards Invitation to Bid No. B170407GWT, Citric Acid, to Hawkins Water Treatment Group, Inc. for use on an as needed basis to purchase citric acid for an initial term of one year. This product is used for the cleaning of the reverse osmosis membranes and the degassifier media for the new Green Meadows Water Treatment Plant (WTP), which is scheduled to begin operations in March 2018. The anticipated estimated annual cost for this product is \$257,000

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

Lee County Utilities submitted a request to Procurement Management to obtain bids for the project know as B170407GWT, Citric Acid, to contract with a vendor to supply and deliver citric acid for the Lee County Utilities Department. On the proposal deadline of September 26, 2017, the Procurement Management Department received one proposal. This proposal was reviewed by the Lee County Utilities Department and deemed to be acceptable. This chemical is used for the cleaning of the reverse osmosis membranes and the degassifier media for the new Green Meadows WTP, which is scheduled to begin operations in March 2018.

B) Policy Issues

C) BoCC Goals

D) Analysis

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	\$150,000
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Utilities Operating Program: Water Production - Green Meadows Project: Chemicals, Insects and Fertilizers Account Strings: OD5362748700.505240	
G)	Fund Type?	Enterprise
H)	Comments: The new Green Meadows Plant is schedule to begin operations March 2018 with an estimated annual cost of \$257,000. This fiscal year, the estimated cost is \$150,000, which is included in the operating budget.	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP**ATTACHMENTS:**

Description	Upload Date	Type
<u>B170407GWT Citric Acid Agreement</u>	1/30/2018	Agreement
<u>Annual Citric Acid Certificate of Liability Insurance</u>	1/30/2018	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Turner, Nicole	Approved	1/17/2018 - 3:39 PM
Utilities	Keyes, Pamela	Approved	1/17/2018 - 4:24 PM
Budget Services	Borman, Lori	Approved	1/17/2018 - 4:57 PM
Budget Services	Winton, Peter	Approved	1/18/2018 - 7:59 AM
County Attorney	Lira, Louis C.	Approved	1/18/2018 - 8:48 AM
County Manager	Meurer, Doug	Approved	1/26/2018 - 9:18 AM

[Florida Department of State](#)

DIVISION OF CORPORATIONS

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Foreign Profit Corporation

HAWKINS WATER TREATMENT GROUP, INC.

Cross Reference Name

HAWKINS, INC.

Filing Information**Document Number** F14000004437**FEI/EIN Number** 41-0771293**Date Filed** 10/20/2014**State** MN**Status** ACTIVE**Principal Address**2381 ROSEGATE
ROSEVILLE, MN 55113**Mailing Address**2381 ROSEGATE
ROSEVILLE, MN 55113**Registered Agent Name & Address**NATIONAL REGISTERED AGENTS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324**Officer/Director Detail****Name & Address**

Title D

MCKEON, JOHN
2381 ROSEGATE
ROSEVILLE, MN 55113

Title D

SKAAR, DARYL
2381 ROSEGATE
ROSEVILLE, MN 55113

Title D

JERGENSON, DUANE

2381 ROSEGATE
ROSEVILLE, MN 55113

Title P

HAWKINS, PATRICK
2381 ROSEGATE
ROSEVILLE, MN 55113

Title V

KELLER, THOMAS
2381 ROSEGATE
ROSEVILLE, MN 55113

Title S

ERSTAD, RICHARD
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Treasurer

Oldenkamp, Jeff
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Matthews, Steven
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Sevenich, John
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Moran, Theresa
2381 ROSEGATE
ROSEVILLE, MN 55113

Annual Reports

Report Year	Filed Date
2016	03/02/2016
2017	01/17/2017
2018	01/09/2018

Document Images

01/09/2018 -- ANNUAL REPORT	View image in PDF format
01/17/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
10/20/2014 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGREEMENT FOR THE PURCHASE OF CITRIC ACID

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Hawkins Water Treatment Group, Inc., a Minnesota corporation authorized to do business in the State of Florida, whose address is 2381 Rosegate, Roseville, MN 55113, and whose federal tax identification number is 41-0771293, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase citric acid from the Vendor in connection with "Citric Acid" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B170407GWT on September 26, 2017; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products; and,

WHEREAS, the County posted a Notice of Intended Decision on October 23, 2017; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170407GWT, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue on an "as needed basis" for a one (1) year period. There may be an option to extend this contract as specified in the Specifications upon the written approval of both the County

and the Vendor at the time of extension or renewal for three (3) additional one (1) year periods.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B170407GWT, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement 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.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Raymond Pool

Title: South Eastern Regional Manager

Address: 2263 Clark St.
Apopka, FL 32703

Telephone: 800-330-1369

Facsimile: 800-524-9315

E-mail: Chuck.pool@hawkin
sinc.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation No. B170407GWT
4. Vendor's Submittal in Response to Solicitation No. B170407GWT

[The remainder of this page intentionally left blank.]

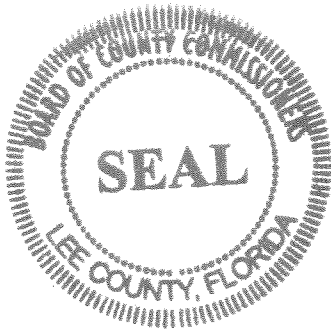
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: [Signature]
Print Name: Karen Perry

HAWKINS WATER TREATMENT GROUP, INC.

Signed By: [Signature]
Print Name: Patrick Hawkins
Title: CEO
Date: 12/11/17



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR
Commissioner Cecil L. Pendergraft
DATE: 3-15-18 Lee County Board of County Comm
District 2

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SPECIFICATIONS

LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR CITRIC ACID 50% SOLUTION FOR UTILITIES WATER PLANTS

SCOPE

The purpose of this bid is to solicit prospective bidders to furnish and deliver Citric Acid 50% solution on an as needed basis for use at Lee County Utilities.

DELIVERY REQUIREMENTS

Bids are to be based on firm prices delivered F.O.B. destination, as directed to the locations specified herein, Lee County, Florida.

The County reserves the right to add or delete delivery sites at its discretion at anytime throughout the term of this bid.

Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the awarded vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE as required by the SDS) and/or OSHA.

The supplier's truck must be equipped to safely handle and unload product(s).

Lee County Utilities reserves the right to refuse delivery if that delivery is not in the proper timeframe; the vendor has the improper equipment to offload the delivery; is taking improper safety precautions and/or has malfunctioning equipment.

NATIONAL RESPONSE CENTER

The bidder is responsible for keeping the county informed of all accidents, incidents, releases, spills, and National Response Center notifications ("safety incidents") for all chemicals it delivers and/or manufactures for the past five (5) years and throughout the duration of the contract.

The bidder is also responsible for keeping the county informed of any customers where its contract was terminated early for safety, quality, and/or service issues for any product it supplies over the past five years and throughout the duration of the contract.

For purposes of this Bid, the term "Bidder" shall be defined as the vendor submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a vendor is using a subcontractor to either manufacture or deliver the product, all requirements herein that apply to the awarded vendor should also apply to the subcontractor.

MINIMUM ORDER QUANTITIES

The required minimum of Citric Acid will be 500 gallons per order. If Lee County requires less than the minimum order quantity stated on the bid Form, Lee County will contact the awarded vendor to receive that product at the same bid price or obtain alternate firm delivered pricing for that product. Lee County reserves the right to accept that price or go elsewhere.

PRICE ESCALATION/DESCALATION

17 B170407GWT CITRIC ACID

EXHIBIT A SPECIFICATIONS

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of each 365 calendar days and only where verified to the satisfaction of the Lee County Procurement Department. The vendor must provide no less than a 60-day advanced written notice prior to the end of the 365 calendar days and each 365 calendar day period thereafter.

Any approved price change will be effective only at the beginning of the contract effective date for that year. The vendor shall document the amount and proposed effective date of the change in price. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others is not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. Procurement Management may make such verification as deemed adequate. An increase, which Procurement Management determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract. Lee County Procurement Management will notify using agencies and vendor(s) in writing of the effective date of any increase, which is approved.

The vendor shall fill all purchase orders received prior to the effective date of any price adjustments at the old contract prices. The vendor is further advised that price decreases, which affect the cost of materials, labor and transportation, are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number, which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this bid elsewhere in an emergency.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or contingency shall be readily available during normal work hours by phone or in person and shall be knowledgeable of the terms and procedures involved.

REQUIRED BID SUBMITTALS

Bidders shall provide in their bid package:

- Spill response policy and procedure
- A product data sheet as written proof of conformance as required in technical specifications
- Current Safety Data Sheets (SDS)
- Primary contact number and name and 24/7 emergency number
- Affidavit of compliance with NSF-60 and AWWA Standard (or most current standards at the time of the bid)
- Written proof of approval by the National Sanitation Foundation as applicable
- Third party laboratory analysis of citric acid sample

Third party laboratory analysis report of Citric Acid sample shall be submitted with the bid package.

Sampling and testing shall be in accordance with EPA (or most current standards at the time of the bid) and in accordance with the documents.

All products shall be provided exactly as specified. Any variations will not be accepted.

EXHIBIT A SPECIFICATIONS

TECHNICAL SPECIFICATIONS for **CITRIC ACID 50% SOLUTION FOR UTILITIES WATER PLANTS**

A. Description

Furnish Bulk Citric Acid 50% Liquid Solution.

B. Physical Properties

Tested and certified as meeting these specifications 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 vendor to inform Lee County that NSF 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 ground for immediate termination of the contract.

1. Citric Acid should be food grade quality 50% liquid solution manufactured under stringent process and control methods.
2. Physical State: Liquid
3. Appearance: Colorless to pale yellow
4. Odor: Slight sugar odor
5. Specific Gravity: 1.23 – 1.26 @25C
6. Assay as Citric Acid: 48% to 52% (wt/wt)
7. Certified as a drinking water treatment chemical per NSF/ANSI 60
8. Boiling Point: 104C
9. Freeze/Melting Point: -10 to 15C

C. Packaging – Bulk delivery, gallons

1. Packaging shall conform to all applicable federal and state standards
2. The vendor shall be responsible for any spills resulting from the vendors failure and/or the vendors subcontractor's failure in the proper performance of their duties.
3. Proper performance shall require the vendor to consistently inspect and observe unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Lee County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.
4. The tanks or trailers shall be clean and free of residue that may contaminate the vendor's product or impede the unloading process. It is the vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of citric acid shall be supplied by the vendor and shall be clean and free of contaminating material. Lee County may reject a load if the equipment is not properly cleaned. The vendor shall furnish Lee County an approved, leak-free connection device between the delivery vehicle and the Counties intake receptacle. The vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The vendor shall take immediate and appropriate actions to clean up any spilled citric acid. If the spill is not cleaned up, Lee County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service shall be charged to the vendor and deducted from the invoice and/or charged to the vendor. If Lee County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the vendor or its subcontractor, the vendor shall be relieved of cleanup of the spill.

EXHIBIT A SPECIFICATIONS

D. DELIVERY LOCATIONS

Section 1 - Tanker Truck Deliveries

Green Meadows WTP 16003 Airport Haul Rd. Fort Myers FL 33913	Phone number: 239-267-1151 Fax number: 239-267-7105 Contact person: Damon Hardy	Min/max 500 gal. / 6,000 gal. 20' 2-inch hose is required 2" Female Cam-lock
--	---	--

E. Estimated Annual Usage

Total Estimated Annual Usage – Approximately 100,000 gallons

Section 1 – Tanker Truck Deliveries – Approximately 100,000 gallons per year

Tanker Truck is capable of 6000 gallons per load

Estimated load size 4500-5500 gallons

Lee County has 2 tanks that each hold 6500 gallons of citric acid

Citric Acid consumption is an estimate only and the purchaser shall not be bound by these amounts.

F. Delivery Time

Shipments will be FOB destination. Bulk deliveries shall be received based on individual plant's preference, which can be up to 24 hours per day, Monday through Sunday, within 3 calendar days after verbal receipt of order from Lee County. Green Meadows WTP, Monday through Friday, between the hours of 8:00 AM and 4:00 PM, within three (3) working days after verbal receipt of order from Lee County.

Vendor shall make "normal" deliveries within three 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 Lee County Utilities from running out of Citric Acid in less than 24 hours. Lee County Utilities shall endeavor to minimize the number of "emergency" deliveries.

G. Training Sessions

Awarded supplier (s) will be required to provide, at no additional cost to the County, two 4-hour training sessions each year, that meet the federal and state safety and right to know training requirements. The education and instruction of the County's operations personnel shall be by a qualified instructor familiar with the safe handling practices associated with the chemical being discussed. Failure to provide this service will be considered a default of the contract.

The training sessions will be held in one central location in Lee County, which will be determined by Lee County Utilities. The awarded supplier(s) shall be responsible for travel, lodging, meals and training materials costs at no cost to the county.

EXHIBIT A SPECIFICATIONS

H. Quality Testing

At the sole discretion of the Lee County, the vendor's delivery personnel (driver) may be asked to collect a sample of Citric Acid before the shipment is unloaded. In this case, Lee County will supply the sample container, and the driver shall collect the sample from the tank truck and turn it over to Lee County. The sample shall be considered representative of the lot.

Lee County reserves the right to subject samples of the Citric Acid to quick analyses to ensure that it meets the basic conditions of the specification with respect to specific gravity, weight percent of Citric Acid. Any lot tested by Lee County that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for citric acid that is rejected. The vendor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, Lee County shall allow the vendor to unload the shipment.

Lee County reserves the right to subject samples of the Citric Acid to complete analyses to ensure that it meets EPA specification (or most current standards at the time of the bid). Repeat failures to comply with these specifications shall constitute grounds for cancellation of the contract between Lee County and the vendor.

A certified report from the manufacturer shall be submitted for each citric acid delivery to Lee County. The report shall contain the following data:

Date and Time of Manufacture
Percent of Citric Acid Volume

No deliveries will be accepted by Lee County unless accompanied by said certified laboratory report for the specific batch of Citric Acid delivered showing the above data and it conforms to the required specifications.

End of Scope of Work and Specifications Section

**EXHIBIT B
FEE SCHEDULE**

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Per gallon</i>
1	<u>Citric Acid Bulk, 50% Liquid Solution</u>	Gallons	\$7.16

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2017

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

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

PRODUCER Marsh & McLennan Agency LLC 7225 Northland Dr N #300 Minneapolis MN 55428	CONTACT NAME: Haley Odorizzi		
	PHONE (A/C, No, Ext): 763-746-8323	FAX (A/C, No):	
	E-MAIL ADDRESS: haley.odorizzi@marshmma.com		
INSURED Hawkins, Inc. 2381 Rosegate Roseville, MN 55113	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nautilus Insurance Company		17370
	INSURER B: Aspen Speciality		10717
	INSURER C: AIG Specialty Insurance Company		99999
	INSURER D: Commerce & Industry Insurance Company		19410
	INSURER E: New Hampshire Insurance Company		23841
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 2080026111

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Products Poll GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			14246214	9/30/2017	9/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> 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 9948			CA4784945	9/30/2017	9/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			14246215	9/30/2017	9/30/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	14220495	9/30/2017	9/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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			SSP201587910 EXAFVXW15	9/30/2015 9/30/2015	9/30/2018 9/30/2018	Total Limit 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 and C are subject to statutes and regulations of surplus lines carriers.

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are included as See Attached...

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers FL 33902

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

AUTHORIZED REPRESENTATIVE

Reesa Smyth

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AGENCY CUSTOMER ID: HAW NC

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

Additional Insured as required by written contract or agreement limited to the General Liability coverage.

Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

RE: B170407GWT Citric Acid Contract

A.M. Best Rating Services

Nautilus Insurance Company

A.M. Best #: 001990 NAIC #: 17370 FEIN #: 860528184

Domiciliary Address

7233 East Butherus Drive
 Scottsdale, AZ 85260-2410
 United States

Web: www.wrberkley.com

Phone: 480-951-0905

Fax: 480-281-0910

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058496 - W. R. Berkley Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 25, 2017
Initial Rating Date:	June 30, 1986

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa-
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 25, 2017
Initial Rating Date:	June 22, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
 Director: Jennifer Marshall, CPCU, ARM
 Senior Director: Michael J. Lagomarsino, CFA, FRM

Disclosure Information

Disclosure Information Form

View A.M. Best's Rating Disclosure Form

Press Release

A.M. Best Affirms Credit Ratings of W. R. Berkley Corporation and Most Subsidiaries
 May 25, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 1986.

Financial Strength Rating

Effective Date**Rating**

5/25/2017

A+

2/26/2016

A+

1/22/2015

A+

12/13/2013

A+

5/9/2013

A+

12/14/2012

A+

Long-Term Issuer Credit Rating**Effective Date****Rating**

5/25/2017

aa-

2/26/2016

aa-

1/22/2015

aa-

12/13/2013

aa-

5/9/2013

aa-

12/14/2012

aa-

Best's Credit Reports

Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 5/26/2017 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
May 25, 2017	A.M. Best Affirms Credit Ratings of W. R. Berkley Corporation and Most Subsidiaries
Feb 26, 2016	A.M. Best Affirms Ratings of W.R. Berkley Corporation and Its Subsidiaries; Assigns Rating to Subordinated Debentures
Jan 22, 2015	A.M. Best Affirms Ratings for W. R. Berkley Corporation and its Subsidiaries
Dec 13, 2013	A.M. Best Affirms Ratings of W. R. Berkley Corporation and Its Subsidiaries
May 09, 2013	A.M. Best Affirms Ratings of W. R. Berkley Corporation and Its Subsidiaries; Assigns Rating to Subordinated Debentures
Dec 14, 2012	A.M. Best Affirms Ratings of W. R. Berkley Corporation and Its Subsidiaries
Oct 25, 2011	A.M. Best Affirms Ratings of W. R. Berkley Corporation and Its Subsidiaries
Apr 11, 2011	A.M. Best Affirms Ratings of W. R. Berkley Corporation and Its Subsidiaries
May 17, 2010	A.M. Best Affirms Ratings of W. R. Berkley Corporation and Its Subsidiaries
Oct 14, 2008	A.M. Best Affirms Ratings of W. R. Berkley Corporation and Its Subsidiaries

1 2

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14 items in 2 pages

European Union Disclosures

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Australian Disclosures

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A.M. Best Rating Services

Aspen Specialty Insurance Company

A.M. Best #: 012630 NAIC #: 10717 FEIN #: 061463851

Administrative Office

175 Capital Boulevard Suite 300

Rocky Hill, CT 06067

United States

[View Additional Address Information](#)Web: www.aspen.co

Phone: 860-258-3500

Fax: 860-571-0520



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 051148 - Aspen Insurance Holdings Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings**Financial Strength Rating View Definition**

Rating:	A (Excellent)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 15, 2017
Initial Rating Date:	October 28, 2003

Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 15, 2017
Initial Rating Date:	February 26, 2007

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Edin Imsirovic

Director: Jacqualene Lentz, CPA

Disclosure Information**Disclosure Information Form**[View A.M. Best's Rating Disclosure Form](#)**Press Release**

A.M. Best Revises Issuer Credit Rating Outlook to Stable for Aspen Insurance Holdings Limited and Its Subsidiaries

December 15, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 2003.

Financial Strength Rating**Effective Date****Rating**

12/15/2017

A

11/11/2016

A

11/18/2015

A

10/23/2014

A

9/19/2013

A

Long-Term Issuer Credit Rating**Effective Date****Rating**

12/15/2017

a

11/11/2016

a

11/18/2015

a

10/23/2014

a

9/19/2013

a

Best's Credit Reports

Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 12/15/2017 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Dec 15, 2017	A.M. Best Revises Issuer Credit Rating Outlook to Stable for Aspen Insurance Holdings Limited and Its Subsidiaries
Nov 11, 2016	A.M. Best Affirms Credit Ratings of Aspen Insurance Holdings Limited and Its Subsidiaries
Nov 18, 2015	A.M. Best Revises Issuer Credit Rating Outlook to Positive for Aspen Insurance Holdings Limited and Its Subsidiaries
Oct 23, 2014	A.M. Best Affirms Ratings of Aspen Insurance Holdings Limited's U.S. Subsidiaries
Sep 19, 2013	A.M. Best Affirms Ratings of Aspen Insurance Holdings Limited's U.S. Subsidiaries
Nov 15, 2012	A.M. Best Affirms Ratings of Aspen Specialty Insurance Company and Aspen American Insurance Company
Oct 12, 2011	A.M. Best Affirms Ratings of Aspen Specialty Insurance Company and Aspen American Insurance Company
Oct 06, 2010	A.M. Best Affirms Ratings of Aspen Specialty Insurance Company
Jan 12, 2010	A.M. Best Affirms Ratings of Aspen Insurance Holdings Limited and Its Subsidiaries
Apr 01, 2009	A.M. Best Removes From Under Review and Upgrades Ratings of Aspen Specialty Insurance
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European Union Disclosures

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Australian Disclosures

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit Ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

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A.M. Best Rating Services

AIG Specialty Insurance Company

A.M. Best #: 003535 NAIC #: 26883 FEIN #: 020309086

Mailing Address

175 Water Street 18th Floor
New York, NY 10038
United States

[View Additional Address Information](#)Web: www.aig.com

Phone: 212-770-7000



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 058702 - American International Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings**Financial Strength Rating View Definition**

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 23, 2017
Initial Rating Date:	June 30, 1974

Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 23, 2017
Initial Rating Date:	April 06, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Senior Director: Michael J. Lagomarsino, CFA, FRM

Disclosure Information**Disclosure Information Form**

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Press Release

A.M. Best Removes From Under Review With Negative Implications and Affirms Credit Ratings of AIG and Its Subsidiaries
May 23, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 1974.

Financial Strength Rating

Effective Date	Rating
5/23/2017	A
1/26/2017	A u
6/2/2016	A
1/27/2016	A u
2/27/2015	A
2/20/2014	A
1/25/2013	A

Long-Term Issuer Credit Rating

Effective Date	Rating
5/23/2017	a
1/26/2017	a u
6/2/2016	a
1/27/2016	a u
2/27/2015	a
2/20/2014	a
1/25/2013	a

Best's Credit Reports

Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 6/28/2017 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
May 23, 2017	A.M. Best Removes From Under Review With Negative Implications and Affirms Credit Ratings of AIG and Its Subsidiaries
Jan 26, 2017	A.M. Best Places Credit Ratings of American International Group, Inc. and Subsidiaries Under Review with Negative Implications
Jun 02, 2016	A.M. Best Removes From Under Review and Affirms Ratings of American International Group, Inc. and Majority of Its Subsidiaries
Jan 27, 2016	A.M. Best Places Ratings of American International Group, Inc. and Its Subsidiaries Under Review with Negative Implications
Feb 27, 2015	A.M. Best Affirms Ratings of American International Group, Inc. and Its U.S. Property/Casualty Subsidiaries
Feb 20, 2014	A.M. Best Affirms Ratings of American International Group, Inc. and Its U.S. Property/Casualty Subsidiaries
Jan 24, 2013	A.M. Best Affirms Ratings of American International Group, Inc. and Its U.S. Property Casualty Subsidiaries
Jan 27, 2012	A.M. Best Revises Outlook to Stable for Most American International Group, Inc. North American
1 2	Page size: 10
17 items in 2 pages	

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A.M. Best Rating Services

Commerce and Industry Insurance Company

A.M. Best #: 004000 NAIC #: 19410 FEIN #: 131938623

Domiciliary Address

175 Water Street 18th Floor

New York, NY 10038

United States

Web: www.aig.com

Phone: 212-770-7000

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058702 - American International Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 23, 2017
Initial Rating Date:	June 30, 1958

Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 23, 2017
Initial Rating Date:	April 06, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
 Senior Financial Analyst: Darian Ryan
 Senior Director: Michael J. Lagomarsino, CFA, FRM

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 May 23, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 1958.

Financial Strength Rating

Effective Date	Rating
5/23/2017	A
1/26/2017	A u
6/2/2016	A
1/27/2016	A u
2/27/2015	A
2/20/2014	A
1/25/2013	A

Long-Term Issuer Credit Rating

Effective Date	Rating
5/23/2017	a
1/26/2017	a u
6/2/2016	a
1/27/2016	a u
2/27/2015	a
2/20/2014	a
1/25/2013	a

Best's Credit Reports

Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 11/8/2017 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

Press Releases

Date	Title
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A.M. Best Rating Services

New Hampshire Insurance Company

A.M. Best #: 002363 NAIC #: 23841 FEIN #: 020172170

Mailing Address

175 Water Street 18th Floor

New York, NY 10038

United States

[View Additional Address Information](#)Web: www.aig.com

Phone: 212-770-7000



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 058702 - American International Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 23, 2017
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 23, 2017
Initial Rating Date:	April 06, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
 Senior Financial Analyst: Darian Ryan
 Senior Director: Michael J. Lagomarsino, CFA, FRM

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1/26/2017	A u
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1/25/2013	A

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6/2/2016	a
1/27/2016	a u
2/27/2015	a
2/20/2014	a
1/25/2013	a

Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
093358	New Hampshire Ins Co (Bahrain Branch)	Represents the Property/Casualty financials for the Bahrain Branch of this legal entity.
094156	New Hampshire Insurance Co (PKB)	Represents the Property/Casualty financials for the Pakistan Branch of this legal entity.

Best's Credit Reports

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Report Revision Date: 11/1/2017 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

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Foreign Profit Corporation

HAWKINS WATER TREATMENT GROUP, INC.

Cross Reference Name

HAWKINS, INC.

Filing Information**Document Number** F14000004437**FEI/EIN Number** 41-0771293**Date Filed** 10/20/2014**State** MN**Status** ACTIVE**Principal Address**2381 ROSEGATE
ROSEVILLE, MN 55113**Mailing Address**2381 ROSEGATE
ROSEVILLE, MN 55113**Registered Agent Name & Address**NATIONAL REGISTERED AGENTS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324**Officer/Director Detail****Name & Address**

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ROSEVILLE, MN 55113

Title D

SKAAR, DARYL
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Title D

JERGENSON, DUANE

2381 ROSEGATE
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Title P

HAWKINS, PATRICK
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Title V

KELLER, THOMAS
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Title S

ERSTAD, RICHARD
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ROSEVILLE, MN 55113

Title Treasurer

Oldenkamp, Jeff
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Matthews, Steven
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Title VP

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Title VP

Moran, Theresa
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Annual Reports

Report Year	Filed Date
2016	03/02/2016
2017	01/17/2017
2018	01/09/2018

Document Images

01/09/2018 -- ANNUAL REPORT	View image in PDF format
01/17/2017 -- ANNUAL REPORT	View image in PDF format
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