

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach (“City”) and **Carus LLC**, a Limited Liability Company authorized to do business in Florida, whose principal place of business is 315 5th Street, Peru, IL 61354 (“Contractor”).

WHEREAS, City requires a product and services Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such product and services to City under the terms and conditions described herein, and

WHEREAS, Duranceau Consulting Services LLC, recommended City continue use of the corrosion control inhibitor chemical Aquadene SK-7641 for effective water distribution system corrosion control as set forth in the letter of June 25, 2025, herein included and attached in Exhibit A; and

WHEREAS, corrosion control inhibitor Aquadene ® SK-7641 is a sole source product from Carus LLC, instrumental in maintaining City’s compliance with federal and state water quality and safety standards related to lead and copper compliance; and

WHEREAS, in accordance with Florida Statutes, Title XIX, Chapter 287, Section 057 (c), the City posted electronically a description requesting vendors provide information regarding their ability to supply the commodity described as set forth and herein included in Exhibit A, for a period of 15 business days.

NOW, THEREFORE, all WHEREAS clauses are incorporated herein by reference and form a material part of this agreement, and in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACT DOCUMENTS.

This Agreement consists of the Scope of Work and proposal set forth in Exhibit “A” (the “Work”), and, the Insurance Requirements set forth in Exhibit “B” both of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

2. PURPOSE.

The City, on behalf of its Utilities Department, desires to contract with the Contractor to provide corrosion control inhibitor chemicals upon the terms and conditions set forth herein.

3. SCOPE OF WORK.

Contractor shall provide the Scope of Services and proposal set forth in Exhibit "A". If the Work requires the Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit "A", and the Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. TERM OF CONTRACT.

This Contract shall be for a term of **five (5) years**, commencing on the date both parties fully execute it.

5. RENEWAL.

This Contract is not subject to renewal.

6. MAXIMUM OBLIGATION.

City agrees to pay Contractor for performing the Work and providing the required insurance.

7. PRICE FORMULA, PAYMENT AND INVOICES.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as found in Exhibit A, based on the agreed unit cost and in accordance with the provisions of the Agreement. **The amount paid to the vendor will not exceed the annual approved budgeted amount for account #412-3320-533.52-05 Chemicals/Horticultural.**

B. Cost Adjustment. Pricing for AQUADENE SK-7641 blended phosphate shall be firm for a one-year term upon execution of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases/decreases are evident. If the Contractor wishes to request a price increase after the first year of the Extension Period, the Contractor must submit, the inflationary factors, background data (including www.bls.gov Series ID: WPU65202, Series Title: PPI Commodity Data for Chemicals and Allied Products) PHOSPHATE, documented Producer Price increase Announcement. In the event the PPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or submitted according to the timeline as set forth herein stated, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City and the contractor, the contract can be cancelled by either party without penalty upon giving sixty (60) days written notice to the Contractor.

1. Price bid may be subject to a cost adjustment only if increases or decreases occur in the industry.
2. Prices offered shall remain firm throughout the Agreement. Any requested cost adjustment shall be firm for twelve (12) months and fully documented as set forth herein by the Contractor. Cost adjustment requests shall be submitted to the Procurement and Contract Department at least sixty (60) calendar days prior to each year anniversary date of the Agreement. The Contractor is responsible for obtaining confirmation of receipt for their cost adjustment submittal.
3. The cost adjustment submittal shall identify each Bid item affected and the proposed price adjustment with written justification not to exceed a 10% (ten percent) increase per year from the contracted price, documenting and attesting that the request is a bonafide cost increase/decrease, with applicable PPI index or other industry index data as set forth and stated herein, data to support the cost increase/decrease.
4. Adjustments will be requested based on a combination of (but not limited to) the following market indicators:
 Bureau of Labor Statistics Producer Price Index
 Chemical and Allied Products – WPU06,
 Chemical and Allied Products – Phosphates WPU065202
 Chemicals & Allied Products – Water-treating compounds WPU06790961
 Energy/Fuel Index – EIA.gov, Gasoline & Diesel Fuel, US, Gulf Coast, Midwest

C. Equitable Adjustment. The CITY may, in its sole discretion, make an equitable adjustment in the Contract Terms and Conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence provided by the CONTRACTOR and signed approval by the Procurement and Contracts/General Service Director, CITY's City Manager, or Mayor and Commissioners, depending on the contract threshold and original signature authority established by CITY. The CITY may elect to provide a one-time increase, an increase for a predetermined period, or an increase for the remainder of the contract. In the event of any market decrease, the bidder shall, in good faith, provide the CITY with reduced pricing.

D. Payment. All payments by the City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-

five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount.

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subContractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

E. Invoices. Contractor shall submit invoices to City upon delivery of the product. Any unit price adjustment invoiced without written consent from the City shall not be paid, and the invoice will be returned to the Contractor for correction.

8. DISPUTES.

Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. CONTRACT ADMINISTRATORS, NOTICES AND DEMANDS.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be the Utilities Department, Phil Hyer, Utilities Treatment Plant Supervisor. The Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: M. Chryss Crocket, Sr. VP, CFO
315 5th Street
Peru, IL 61354
Office: 800-435-6856
Email: bids@carusllc.com

If to City: Phil Hyer, Utilities Treatment Plant Supervisor
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4166
Email: phil.hyer@copbfl.com

With a copy to: Director of Procurement & Contracts
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-4068
Email: purchasing@copbfl.com

10. OWNERSHIP OF DOCUMENTS AND INFORMATION.

All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license, or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. TERMINATION FOR BREACH OR DEFAULT.

Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein, which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

12. TERMINATION FOR CONVENIENCE.

City or Contractor retains the right to terminate this Agreement for convenience upon sixty (60) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding

winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

13. FORCE MAJEURE.

Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via registered or certified mail or other trackable delivery service.

14. INSURANCE.

Contractor shall maintain insurance in accordance with insurance requirements of the City of Pompano Beach throughout the term of this Agreement. The Contractor shall furnish the City with a certificate of insurance in a form acceptable to the City. Such certificate provided by Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) combined with ISO form CG 20 37 (Additional Insured – Owners Lessees or Contractors – Completed Operations). The Contractor shall not commence work unless and until the Contractor has fully met the requirements for insurance and appropriate evidence, in the City's sole discretion, has been provided to and approved by the City.

15. INDEMNIFICATION.

Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

16. SOVEREIGN IMMUNITY.

Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

17. NON-ASSIGNABILITY AND SUBCONTRACTING.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator.

If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subContractor, Contractor shall be prohibited from allowing that subContractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subContractors are listed on the Convicted Vendors List referenced in accordance with the provisions of Article 28 below.

18. PERFORMANCE UNDER LAW.

The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

19. AUDIT AND INSPECTION RECORDS.

The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subContractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subContractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subContractor, involving transactions related to the subContractor.

20. ADHERENCE TO LAW.

Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. CONFLICT OF INTEREST.

During the time period this Agreement is in effect, Contractor, its employees subContractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subContractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subContractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, 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 in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

22. INDEPENDENT CONTRACTOR.

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its Contractors, subContractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subContractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subContractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

23. CONTRACTOR COOPERATION.

The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

24. PUBLIC RECORDS.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.

B. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10 Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

25. WAIVER AND MODIFICATION.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

26. NO CONTINGENT FEE.

Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

27. ATTORNEYS' FEES AND COSTS.

In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

28. NO THIRD PARTY BENEFICIARIES.

Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

29. PUBLIC ENTITY CRIMES ACT.

As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

30. ENTIRE AGREEMENT.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

31. HEADINGS.

The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

32. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

33. APPROVALS.

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

34. ABSENCE OF CONFLICTS OF INTEREST.

Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement, and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

35. BINDING EFFECT.

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

36. EMPLOYMENT ELIGIBILITY.

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." 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. 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 or County 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

37. SCRUTINIZED COMPANIES.

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

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

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

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

38. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

39. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS.

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

40. ANNUAL BUDGETARY FUNDING/CANCELLATION.

This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

41. SEVERABILITY.

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

(SEAL)

"CONTRACTOR"

Witnesses:

Carus LLC

Kimberly Mendoza
(Signature)

Kimberly Mendoza/Inside Sales Bid Analyst

(Print or Type Name)

Elizabeth A. Smith
(Signature)

Elizabeth Smith/Commercial Support Lead

(Print or Type Name)

By: M. Chryss Crockett
M. Chryss Crockett, Sr. VP, CFO

STATE OF ILLINOISCOUNTY OF LA SALLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of December, 2025, by **M. Chryss Crockett, Sr. VP, CFO of Carus LLC**, a Delaware Limited Liability Company, authorized to do business in the State of Florida, on behalf of the limited liability corporation, who is **personally known** to me or who has produced _____ as identification.

NOTARY'S SEAL:



Melissa Santiago Trilikis
NOTARY PUBLIC, STATE OF ILLINOIS

Melissa S Trilikis

(Name of Acknowledger Typed, Printed or Stamped)

978483

Commission Number

EXHIBIT “A”



PROCUREMENT AND CONTRACTS

1010 NE 3RD. AVE, POMPANO BEACH, FL 33060

Mary Rivero, Director

DATE: Monday, July 21, 2025

SUBJECT: SINGLE SOURCE

BID ID: SS25-070

BID TITLE: Aquadene SK-7641

In accordance with Florida Statutes, Title XIX, Chapter 287, Section 057 (c), Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. When an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for a period of at least 15 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.

This is not a Request for Proposals or Invitation to Quote, and there is no solicitation available.

The City of Pompano Beach, Florida, intends to negotiate a single-source procurement for purchasing as needed for Aquadene SK-7641. The City may contract this Procurement with Carus, LLC.

Recommending Single-Source Procurement Action With	
Company Name: Carus LLC	Contact Person: Barbie Smith
Address: 315 Fifth St., Peru, Illinois, USA 61354	Phone: 800-435-6856 / 815-223-1500

- Is the recommended company the manufacturer? Yes ☒ No ☐
- Does the manufacturer sell the item(s) through distributors? Yes ☐ No ☒
- Identify the date you need the item delivered or work performed: 8/4/2025

Prospective vendors are requested to provide a copy of this Single-Source Letter regarding their ability to supply the commodity described in this notice. **This information must be submitted through the eBid system, IonWave.**

TO THE VENDOR:

- Are you the manufacturer of this product? Yes ☐ No ☐
- Are you a manufacturer-authorized distributor? Yes ☐ No ☐

If yes, provide proof that you are authorized to sell this product and complete the following table

Description	Qty	Price	Total
		\$	\$
Total Price			\$

Delivery: _____ Days ARO (After Receipt of Order)

Address: _____

City: _____

State: _____ Zip: _____

Email: _____

Please complete the information requested in this letter and submit it through the eBid system, IonWave.

Sincerely,

Eric Seifer
Purchasing Agent



SAFETY DATA SHEET

1. Identification

Product identifier Aquadene® SK-7641

Other means of identification
SDS number -

Recommended use Aquadene® SK-7641 is an effective corrosion inhibitor and sequesterant for use in potable and industrial water systems.

Recommended restrictions None known.

Manufacturer / Importer / Supplier / Distributor information

Company name CARUS CORPORATION

Address 315 Fifth Street,
Peru, IL 61354, USA

Telephone 815 223-1500 - All other non-emergency inquiries about the product should be directed to the company

E-mail salesmkt@caruscorporation.com

Website www.caruscorporation.com

Contact person Dr. Chithambarathanu Pillai

Emergency Telephone For Hazardous Materials [or Dangerous Goods] Incidents ONLY (spill, leak, fire, exposure or accident), call CHEMTREC at CHEMTREC®, USA: 001 (800) 424-9300
CHEMTREC®, Mexico (Toll-Free - must be dialed from within country): 01-800-681-9531
CHEMTREC®, Other countries: 001 (703) 527-3887

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

Environmental hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Precautionary statement

Prevention Observe good industrial hygiene practices.

Response Wash hands after handling.

Storage Store away from incompatible materials.

Disposal Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC) Not classified.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Diphosphoric acid, disodium salt	7758-16-9	1 - 3
Diphosphoric acid, tetrapotassium salt	7320-34-5	1 - 3
Triphosphoric acid, pentasodium salt	7758-29-4	1 - 3

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
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. Selection of respiratory protection for firefighting: follow the general fire precautions indicated in the workplace.
Fire-fighting equipment/instructions	Move containers from fire area if you can do so without risk.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	<p>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.</p> <p>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.</p> <p>Never return spills in original containers for re-use. For waste disposal, see section 13 of the SDS.</p>
Environmental precautions	Prevent further leakage or spillage if safe to do so.

7. Handling and storage

Precautions for safe handling	Avoid inhalation and contact with skin and eyes. Wear appropriate personal protective equipment (See Section 8). Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store away from incompatible materials.

8. Exposure controls/personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	General ventilation normally adequate.
Individual protection measures, such as personal protective equipment	
Eye/face protection	If contact is likely, safety glasses with side shields are recommended.
Skin protection	
Hand protection	For prolonged or repeated skin contact use suitable protective gloves.
Other	Wear suitable protective clothing.
Respiratory protection	In case of inadequate ventilation or risk of inhalation of vapors, use suitable respiratory equipment.
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	Colorless solution.
Physical state	Liquid.
Form	Liquid.
Color	Colorless.
Odor	None.
Odor threshold	Not available.
pH	1% solution = 6.4±0.5
Melting point/freezing point	< 32 °F (< 0 °C)
Initial boiling point and boiling range	213.8 °F (101 °C)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
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	Not available.
Vapor density	Not available.
Relative density	1.36±0.03 at 25°C
Solubility(ies)	
Solubility (water)	Completely soluble.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization will not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents. Strong acids. Strong bases.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Ingestion	May cause discomfort if swallowed.
Inhalation	In high concentrations, vapors may be irritating to the respiratory system.
Skin contact	Prolonged or repeated skin contact may cause irritation.
Eye contact	May cause eye irritation on direct contact.
Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	May cause discomfort if swallowed.
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Components	Species	Test Results
Diphosphoric acid, tetrapotassium salt (CAS 7320-34-5)		
Acute		
Dermal		
LD50	Rabbit	> 4640 mg/kg
Skin corrosion/irritation	Prolonged contact may cause dryness of the skin.	
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.	
Respiratory or skin sensitization		
Respiratory sensitization	No data available.	
Skin sensitization	Not a skin sensitizer.	
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
Reproductive toxicity	No data available.	
Specific target organ toxicity - single exposure	No data available.	
Specific target organ toxicity - repeated exposure	No data available.	
Aspiration hazard	Not classified.	
12. Ecological information		
Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.	
Persistence and degradability	The product is not expected to be readily biodegradable.	
Bioaccumulative potential	No data available for this product.	
Mobility in soil	Not available.	
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.	
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.	
Contaminated packaging	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 available.	
15. Regulatory information		
US federal regulations	This product is not known to be 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.		
US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
CERCLA Hazardous Substance List (40 CFR 302.4)		
Triphosphoric acid, pentasodium salt (CAS 7758-29-4) LISTED		

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - No
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

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

Triphosphoric acid, pentasodium salt (CAS 7758-29-4)

US. New Jersey Worker and Community Right-to-Know Act

Not listed.

US. Pennsylvania Worker and Community Right-to-Know Law

Triphosphoric acid, pentasodium salt (CAS 7758-29-4)

US. Rhode Island RTK

Triphosphoric acid, pentasodium salt (CAS 7758-29-4)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

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
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	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 12-March-2014
Revision date -
Version # 01

NFPA Ratings



References

HSDB® - Hazardous Substances Data Bank

Disclaimer

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CARUS CORPORATION DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CARUS CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Carus Corporation, and shall be the sole responsibility of the holder or user of the product.

Aquadene® is a registered trademark of Carus Corporation.

DURANCEAU CONSULTING SERVICES, L.L.C.
3820 Lake Mirage Blvd.
Orlando, FL 32817
Ph: (407) 657-1258
Fax: (407) 678-4670

July 8, 2009

Mr. Randy Brown
CITY OF POMPANO BEACH
1205 N.E. 5th Avenue
Pompano Beach, FL 33060

Water Treatment Plant Pristine Water Solutions SK-7641 Corrosion Control Inhibitor

The purpose of this letter is to transmit comments regarding the continued use of Pristine Water Solutions SK-7641 corrosion control inhibitor with respect to the City of Pompano Beach's Utilities Department (City).

Background of the LCR

The U.S. Environmental Protection Agency (USEPA), pursuant to the requirements of the 1986 Safe Drinking Water Act (SDWA), promulgated the Lead and Copper Rule (LCR) on June 7, 1991, which established an action level of 0.015 mg/L for lead and 1.3 mg/L for copper in public water supplies. The Code of Federal Regulations (CFR) Title 40 Parts 141 and 142 present the requirements for the control of lead and copper in potable water systems (PWS). The LCR is designed so that water purveyors will minimize lead and copper in drinking water as measured at the consumer tap (faucet), primarily by reducing water corrosivity. The law requires all community water systems to monitor for lead and copper at a specified number of taps within homes and/or buildings served by that water system. The number of taps monitored is dependent on size of the water system. The water systems that are subject to compliance must either demonstrate that either an "optimal" treatment technology has been implemented for the control of lead and copper, or existing concentrations of lead and copper at residential taps are below the respective action levels mandated by the LCR. The LCR also establishes treatment technique requirements including corrosion control treatment, source water treatment, lead service line replacement, and public education. These requirements are triggered if more than ten percent of selected tap water samples collected during any monitoring period exceed the lead and copper action levels.

Compliance History and Past Performance

Figure 1 depicts results of LCR tap sampling for lead concentrations for the City since October 2003, showing compliance in terms of lead 90th percentile levels. Since the LCR went into effect, the City has fed a corrosion control chemical to condition the City's drinking water distributed throughout the City's service area in an effort to reduce the overall corrosivity of the water. However, the City has historically struggled to maintain lead concentrations at consumer taps since the implementation of the LCR in 1992. Due to necessary purchasing requirements, the City has, at times, changed corrosion control chemical suppliers. As a result, the City has not maintained consistent compliance with the LCR over recent years, as different inhibitor products were fed to the system based on analogous system and specification information without formal corrosion loop testing. Consequently the City has determined appropriate inhibitor vendors predominantly on a trial-and-error basis system-wide. Of greater concern is the fact that the City's most recent non-compliance occurred in October 2003, May 2004, and October 2006, each when using different inhibitor formulations. It was not until the current SK-7641 inhibitor was consistently fed to the system that the City has maintained continued compliance with the LCR, and successfully achieved 100 percent compliance at each of the City's sampling locations in July 2008.

Percent of Homes Passing Lead and Copper Tap Study

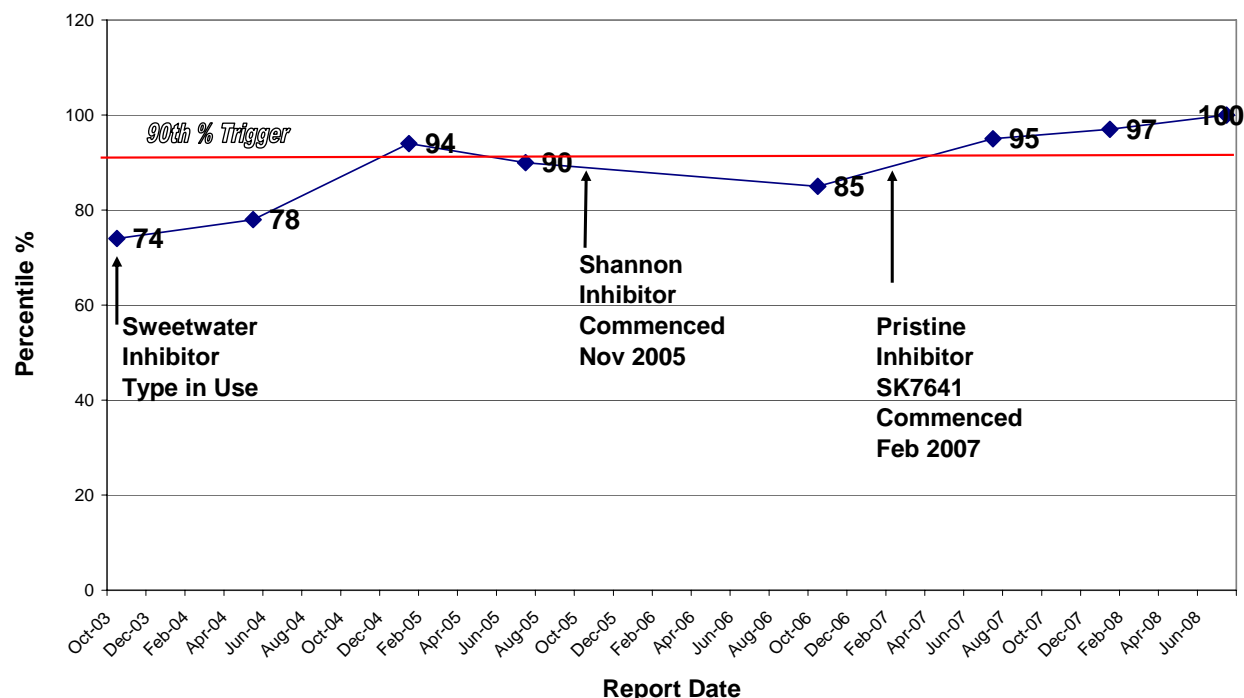


Figure 1. Lead 90th Percentile Values for LCR Samples Collected at Consumer Taps
(Source: City of Pompano Beach Water Utilities Laboratory)

Importance of Site Specific Water Quality

It is known that water qualities vary between water suppliers and with each individual water supply, be it ground water, surface water or ground water under the direct influence of surface water. Historically the City has relied upon manufacturer information, analogous system data, and a desired (generic) product specification for delineation of which specific corrosion control inhibitor will be used for any specific bidding period. A copy of the technical specification for the City's corrosion control inhibitor is attached for reference. The City diligently conducts a customer residential outreach program when a high lead or copper level is detected at any sample site. Despite the efforts of the City, there remains exposure by the City for non-compliance due to individual LCR site-specific conditions. Because corrosion inhibitors can vary between manufacturer's, many water purveyors perform site specific corrosion control evaluations designed to evaluate specific candidate inhibitors that would be suitable for a specific application.

Recommendations

The following recommendations are provided for the City's consideration:

1. Continue the use of the Pristine Water Solutions SK-7641 inhibitor for corrosion control treatment until that time approved alternative products are identified through more formal scientifically-based procedures as acceptable for bidding. The importance of using a proven product formulation that has demonstrated performance for reducing the overall corrosivity of the City's water supply is significant and should not be discounted. Consequently, the SK-7641 inhibitor product that has demonstrated effectiveness for the City's water system should be continued to be used for corrosion control treatment until that time additional qualified bidders can be identified.

2. Conduct corrosion control inhibitor qualification testing to qualify acceptable products. There may be alternative products available in the marketplace that can provide similar performance as to the current SK-7641 inhibitor; however, the performance of these alternative inhibitors remains undocumented. Since implementing generic bidding procedures has in the past placed the City at risk for non-compliance, it is recommended that inhibitor tests using corrosion test loops containing lead and copper coupons be conducted in order to verify the effectiveness of any specific inhibitor prior to being considered for bidding. In the interim, the current SK-7641 inhibitor should be continued until that time the qualification testing is completed (see item 1 above). The qualification test would be anticipated to require between eighteen and twenty-four months to complete, at a probable conceptual total cost between seventy-five thousand and one-hundred twenty-five thousand dollars.
3. Initiate vendor lot analysis prior to delivery of bulk shipments. As a condition of continued use, Pristine Water Solutions should be required to deliver confirmation of lot quality prior to City acceptance of said lot (via fax or email communication). This practice should be continued for any chemical used for corrosion control treatment to ensure quality. The City currently conducts monthly testing for several water quality parameters at several existing disinfection by-product sampling locations within the distribution system. The City should continue to sample the current water quality parameters historically sampled, which include ortho-phosphate, total phosphate, pH, alkalinity, conductivity, total hardness, calcium, nitrite, nitrate, and ammonia. If possible, sulfate should be added to this monthly sampling regiment. The City will continue to evaluate monthly test results to determine acceptable inhibitor performance during this extended period of SK-7641 usage. General system conditions such as discolored water, plumbing failure rates, customer complaints and other reports indicating system conditions will also be considered during this extended use of SK-7641. It is understood that LCR distribution system performance will be measured by required lead and copper monitoring and include the LCR-required general water quality parameters monitored in the distribution system. The City should also incorporate specific procedures to implement actual lot verification testing in future bidding procedures. These additional procedures could be delineated during manufacturer qualification testing.

Should you have any questions, or desire additional information, please contact me at your earliest convenience.

Sincerest regards,

A handwritten signature in dark ink, reading "Steven J. Duranceau". The signature is fluid and cursive, with a long horizontal line extending from the end.

Dr. Steven J. Duranceau, P.E. (Florida)
Duranceau Consulting Services, L.L.C.

General Specification for Blended Inhibitor

General Information for the Specification

The product shall be a liquid blend of sodium and potassium orthophosphate and polyphosphate ingredients. There must be at least two distinct and active phosphate ingredients intentionally combined to form a blended product, both of which are present at greater than 5 percent or greater based on dry weight. Dry weight shall be defined as the weight of ingredients other than added water and without regard to waters of hydration.

The product supplied shall be a stable food grade liquid and shall not contain any soluble mineral or organic substance in quantities capable of producing deleterious or injurious effects to the health of persons consuming water that has been properly treated with the product. Ingredients containing significant amounts of zinc or sulfite are not acceptable.

The product shall be certified to meet National Sanitary Foundation (NSF) Standard 60 Direct Additives for Drinking Water and shall be found to be acceptable for potable use in Florida by State regulatory agencies.

The product shall meet the following technical specifications:

Color:	Clear
Odor:	None
Specific Gravity:	1.37 to 1.39 @ 20 degrees Celsius
Weight per Gallon:	11.4 to 11.6 pounds per gallon
pH:	Between 5.8 - 6.5 pH units
% Equivalent H ₃ PO ₄ :	38 percent
% PO ₄ :	40 percent
% Polyphosphate:	60 percent
Water Insoluble Matter:	Not More Than 0.1% (dry weight)

Inspection and Testing Requirements

Bidder(s) may be required to furnish samples for testing to determine compliance with this specification, or otherwise prove to the satisfaction of City that the proposed material complies with the requirements set forth herein. Each bidder shall provide, if requested, three references of manufacturer's or suppliers that are currently furnishing the material specified above in these specifications.

Product stability shall be such that storage in polyethylene tanks for 4 months will not effect compliance with these product specifications. Bidder(s) shall provide the percentage of the most active ingredients for corrosion inhibition in the product. Product formulations shall remain constant throughout the contract period. The bidder will be required to provide a complete lot analysis with each product shipment during the contract period.

The City reserves the right to make inspections or tests as necessary to ensure the delivery of a satisfactory product. Any inferior product received may be rejected and the balance of the order canceled immediately.

Ratio of orthophosphate to total phosphate in the product must not vary more than five percent. The determination of the percentage of orthophosphate to total phosphate measured as orthophosphate will be by the colormetric method as described in APHA Standard Methods 18th Edition in Section 4500-P or by any other equivalent approved method before and after hydrolysis. Any product delivered that does not comply with the required range will be rejected.

The potable water distribution system performance will be measured by lead and copper analysis, distribution system analysis, and system tests for PO₄ and total phosphate. These tests will be performed by the City to determine acceptable performance. Acceptable performance can generally be defined as corrosion inhibition equal to or better than the current inhibitor as measured by the above referenced indices.

Other Requirements of the Specification

The bidder(s) shall have the technical service capability to provide consultation and to resolve problems on site at the specified water treatment plant. These services, up to 10 days per year during the contract period shall be provided at no additional cost to the City.

All bid proposals shall be accompanied by the Material Safety Data Sheets for the product in accordance with the Federal "Right-to-Know" Regulations implemented by the Occupational Safety and Health Administration (OSHA). No bids will be accepted without this required information.

The product shall be listed in the NSF/ANSI Standard 60 for Direct Additives for Drinking Water and shall be acceptable for potable use in Florida by local and state regulatory agencies. The product received by the City shall bear the NSF mark, identifying number, product trade designation and name, address and telephone number of the manufacturer or supplier. Both the manufacturer and the supplier shall be listed in the index of NSF/ANSI Standard 60 companies and shall comply with the ISO 9001, 9002 and 9003 quality systems standards throughout the contract period.



DURANCEAU CONSULTING SERVICES, LLC
3820 Lake Mirage Boulevard
Orlando, FL 32817
sduranceau@aol.com

Florida Certificate of Authorization License No. 27510

June 25, 2025

Mr. Phil Hyer
Utilities Treatment Plants Superintendent
CITY OF POMPANO BEACH
1205 N.E. 5th Avenue
Pompano Beach, FL 33060

Water Treatment System SK-7641 Corrosion Control Inhibitor Chemical

The purpose of this letter is to transmit documentation to support the continued use of the City of Pompano Beach's (City's) current corrosion control inhibitor chemical placed into service in February 2007. The City relies on the inhibitor product "Aquadene SK-7641" for effective water distribution system corrosion control as its' unique formulation has been proven to be beneficial in controlling lead and copper leaching in multi-component water distribution systems. This product was originally manufactured by Stiles-Kem (Met-Pro Corporation) under its' Aquadene Treatment Program until May 2014 when Carus Corporation obtained the rights to manufacture the Aquadene SK-7641 formulation. The Aquadene SK-7641 formulation is certified by NSF Standard 60 Direct Additives for Drinking Water, a requirement of the Florida Department of Environmental Protection as mandated by the Florida Administrative Code.

Lead and Copper Rule Improvements

The U.S. Environmental Protection Agency (USEPA), pursuant to the requirements of the 1986 Safe Drinking Water Act (SDWA), promulgated the Lead and Copper Rule (LCR) on June 7, 1991, which established an action level for lead and copper in public water supplies. The Code of Federal Regulations (CFR) Title 40 Parts 141 and 142 outlined the requirements for the control of lead and copper in potable water systems (PWS). The LCR is designed so that water purveyors will minimize lead and copper in drinking water as measured at the consumer tap (faucet), primarily by reducing water corrosivity. On October 8, 2024, the USEPA released the final LCR Improvements (LCRI) which changed the lead drinking water sampling process, lowered allowable lead limits, and established a replacement timeline for all lead service lines (if present). This final LCRI builds on the original LCR from 1991 and the LCR Revisions (LCRR) finalized in 2021. Public water systems must comply with both the LCR and applicable provisions of the LCRR until the new LCRI compliance date (November 1, 2027). The continued use of the proven inhibitor that has been in use by the City since 2007 is an important method for corrosion control, and perhaps of greater importance to the City in light of the lowered lead action level from 15 parts per billion (ppb) to 10 ppb the newest regulations will require.

Compliance History and Past Performance

The City's success with complying with the USEPA's LCR has remained intact since Aquadene SK-7641 was first used by the utility in 2007. After the LCR was originally promulgated by the USEPA and adopted into Florida's Administrative Code by the Florida Department of Environmental protection, the city failed to comply with the rule in October 2003, May 2004, and October 2006, each when using different inhibitor formulations.

It was not until the current Aquadene SK-7641 inhibitor chemical was consistently fed to the system that the City maintained continued compliance with the LCR, successfully achieving 100 percent compliance at each of the City's sampling locations in July 2008. The City has been in continual compliance with the LCR as documented in the July 2008, June 2011, July 2014, June 2017, July 2020 and most recent July 2023 regulatory triennial sampling events.

Importance of Site-Specific Water Quality

It is known that water qualities vary between water suppliers and with each individual water supply, be it ground water, surface water or ground water under the direct influence of surface water. Historically the City has relied upon manufacturer information, analogous system data, and a desired (generic) product specification for delineation of which specific corrosion control inhibitor will be used for any specific bidding period. The city diligently conducts a customer residential outreach program when a high lead or copper level is detected at any sample site. Despite the efforts of the City, there remains exposure by the City for non-compliance due to individual LCR site specific conditions, such that changes with any manufactured inhibitor chemical formulation can impact compliance. Because corrosion inhibitors can vary between manufacturers, many water purveyors prefer not to change the use of a specific formulation that is known to be suitable for application to its water system.

Recommendations

The following recommendations are provided for the City's consideration:

1. Continue the use of the Aquadene SK-7641 inhibitor chemical for corrosion control treatment until that time approved alternative products are identified through more formal scientifically-based procedures as acceptable for bidding. The importance of using a proven product formulation that has demonstrated performance for reducing the overall corrosivity of the City's water supply is significant and should not be discounted.
2. Conduct corrosion control inhibitor qualification testing to qualify acceptable products to coincide with the construction and build-out of the new membrane facility to replace the existing lime softening plant, estimated to occur within the next 5 years. There may be alternative products now available in the marketplace that can provide similar performance as to the current SK 7641 inhibitor; however, the performance of these alternative inhibitors remains undocumented. Since implementing generic bidding procedures has in the past placed the City at risk for non-compliance, it is recommended that inhibitor tests be conducted in order to verify the effectiveness of any specific inhibitor prior to being considered for bidding. In the interim, the current SK-7641 inhibitor should be continued until any qualification testing is completed (see item 1 above). The qualification test would be anticipated to require between twelve and twenty-four months to complete, at a probable conceptual total cost between one hundred twenty-five thousand and two-hundred thousand dollars.
3. Continue vendor lot analysis prior to delivery of bulk shipments. As a condition of continued use, the Manufacturer should be required to deliver confirmation of lot quality prior to City acceptance of said lot (via fax or email communication). This practice should be continued for any chemical used for corrosion control treatment to ensure quality. The City currently conducts monthly testing for several water quality parameters at several existing disinfection by-product sampling locations within the distribution system. The City should continue to sample the current water quality parameters historically sampled. The City should also continue to evaluate monthly test results to determine acceptable inhibitor performance during this extended period of SK-7641 usage. It is understood that LCR distribution system performance will be measured by

required lead and copper monitoring and include the LCR-required general water quality parameters monitored in the distribution system.

Should you have any questions or desire additional information, please contact me at your convenience.

Prepared by:

A handwritten signature in dark ink, reading "Steven J. Duranceau". The signature is fluid and cursive, with a long horizontal line extending from the end.

Steven J. Duranceau, P.E. (Florida)
President
Duranceau Consulting Services, LLC



Carus LLC
315 5th Street
Peru, IL 61354

January 1, 2025

Mr. Rick Johnson
City of Pompano Beach
301 N.E. 12th Street
Pompano Beach, FL 33060

Dear Mr. Johnson,

This letter is to certify that AQUADENE® SK-7641 blended phosphate is a sole sourced proprietary formulation designed to provide superior Sequestering and Corrosion Control benefits for potable water systems. AQUADENE SK-7641 is manufactured by Carus LLC at its state-of-the-art production facilities located in LaSalle, IL and Belmont, NC. AQUADENE SK-7641 is produced with high quality raw materials and specific blends of polyphosphate and orthophosphates for exceptional stability and performance. AQUADENE SK-7641 and the production facilities are registered with NSF as compliant with NSF/ANSI standard 60-61 for contact with drinking water.

Carus LLC is the leading supplier of phosphate-based Corrosion Control Programs for municipal water systems. We serve over 2,000 potable water systems and carry over 75 unique formulations and brands including the AQUADENE SK-7641 product.

Bulk customers are serviced by Carus owned and dedicated bulk tankers and drivers ensuring safe, secure, and timely delivery of our materials.

In addition to superior product quality and performance, Carus Corrosion Control Programs are supported (as needed) by the following services:

- Technical Service visits to insure proper application and compliance
- Quarterly water sample collection and analysis for corrosion control parameters
- Corrosion Coupon program including supply, installation and maintenance CC racks
- Product safety and application training for employees (for CEU credits)

We appreciate the opportunity to serve the City of Pompano Beach and look forward to continued success.

Sincerely,

A handwritten signature in blue ink that reads 'Barbie Smith'.

Barbie Smith
Inside Sales Manager



Carus LLC
315 5th Street
Peru, IL 61354

December 29, 2025

Mr. Phil Hyer
Utilities Treatment Plants Superintendent
301 NE 12th Street
Pompano Beach, FL 33060

Dear Mr. Hyer,

In support of your request for a standardized supply agreement for AQUADENE® SK-7641 blended phosphate (bulk), Carus LLC offers the following:

\$1.05/lb./ \$12.075/gal FOB Pompano Beach, FL
Price is firm for the period of January 1, 2026 – December 31, 2026

This agreement may be extended based on mutual agreement between both parties.

We appreciate the opportunity to serve the City of Pompano Beach and look forward to continued success with your water treatment program.

Sincerely,

A handwritten signature in blue ink that reads 'Barbie Smith'.

Barbie Smith
Inside Sales Manager

Event Number	SS25-070	Organization	City of Pompano Beach, FL
Event Title	Aquadene SK-7641	Workgroup	Purchasing
Event Description	In accordance with Florida Statutes, Title XI	Event Owner	Eric Seifer
Event Type	SS	Email	eric.seifer@copbfl.com
Issue Date	7/21/2025 09:13:36 PM (ET)	Phone	(954) 786-4166
Close Date	8/5/2025 02:00:00 PM (ET)	Fax	(954) 786-4168

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
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Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

EXHIBIT “B”

EXHIBIT _B

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$2,000,000 Per Occurrence and
\$4,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX_ comprehensive form	bodily injury and property damage
XX_ premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX CG2010	ongoing operations (or its' equivalent)
XX CG 2037	completed operations (or its' equivalent)
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:



Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned



Minimum \$10,000/\$20,000/\$10,000
(Florida's Minimum Coverage)

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

XX_ umbrella (Drop Down).	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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ENVIRONMENTAL/POLLUTION LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis		\$2,000,000	\$2,000,000
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CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
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CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis		\$3,000,000	\$3,000,000
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___ Network Security / Privacy Liability
 ___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
 ___ Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)
 ___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

Please include the following below or similar wording inside the description section of the COI:

- City of Pompano Beach is included as an Additional Insured as the City's interests may appear, as respects to General Liability.
- Waiver of Subrogation applies in favor of City, its officers, employees, and agents with respects to General Liability,
- Auto Liability, Property and Workers Compensation as permitted by law.
- Umbrella/Excess Follows Form



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/01/2025

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Carus LLC 315 Fifth Street P.O. Box 599 Peru IL 61354-2859 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: Granite State Insurance Company	23809
	INSURER C: Nautilus Insurance Company	17370
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570114102672**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.

Limits shown are as requested

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			GL4611644	07/01/2025	07/01/2026	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
			MED EXP (Any one person)				\$10,000	
			PERSONAL & ADV INJURY				\$5,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$5,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$5,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 7742278	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)					
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident)					
			PROPERTY DAMAGE (Per accident)					
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	FFX204083012	07/01/2025	07/01/2026	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC013545870 (AOS) WC014590635 (IL)	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

The Auto Liability policy includes Form CA9948 (Pollution Liability - Broadened Coverage for Covered Autos).
City of Pompano Beach is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach Attn: Risk Manager PO Box 1300 Pompano Beach FL 33061 USA	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 <i>Aon Risk Services Central, Inc.</i>

Certificate No : 570114102672