



**VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091**

Contract No. 19094B

For:

**WATER TREATMENT CHEMICALS
LIQUID ORTHO-PHOSPHATE CARUS 8500**

With:

**Carus LLC (f/k/a Carus Corporation)
315 Fifth Street
Peru, IL 61354**

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Carus LLC (f/k/a Carus Corporation). Do not detach any portion of this document. Invalidation could result.

1. The intent of the Agreement is to purchase and have delivered to the Village of Wilmette ("Village") approximately 26 tons of 35% PO₄ concentration of Liquid Ortho-Phosphate Carus 8500 ("Liquid Ortho-Phosphate" or "Product") annually per the Specification shown in Attachment One ("Attachment One") and Attachment Two ("Attachment Two") of this document. The Agreement is for the Bid offered by Carus LLC (f/k/a Carus Corporation) ("Supplier") to the Village.

2. This Addendum is made pursuant to the Bid dated November 4, 2019 attached as Attachment One and includes RFB addendum number one dated 10/21/2019 and RFB addendum number two dated 10/25/2019. Together this Addendum, Attachment One and Attachment Two shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total compensation to the Supplier shall be based upon the actual amount of Liquid Ortho-Phosphate delivered to the Village at a cost of \$4.554 per gallon during the period January 1, 2020 through December 31, 2020; and \$4.669 per gallon during the period January 1, 2021 through December 31, 2021.

5. Payment. Supplier shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

Payment to Supplier will be made in accordance with the Terms and Conditions set forth in Attachment One and Attachment Two.

6. Tax exempt. The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Supplier shall not charge the Village any tax incurred by the Supplier for these services.

7. Title and Risk of Loss. Title to the Liquid Ortho-Phosphate shall pass to Village upon delivery to and acceptance by the Village. Supplier shall bear all risk of loss until title passes.

8. Warranties. Supplier agrees to provide warranty coverage set forth in Attachment One and Attachment Two, and to cooperate with Village in the event Village makes any warranty claim.

9. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One and Attachment Two

10. Coordination of Work. Supplier shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

11. Supervision of Work. Supplier shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Supplier shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Supplier in the completion of the work.

12. Quality of the Work. Supplier shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Supplier performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

13. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.

14. Limitation of Remedy. Village's liability to Supplier for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

15. Relationship of the Parties. The Supplier shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Supplier; or (2) to create any relationship between the Village and any subcontractor of the Supplier.

16. No Collusion. The Supplier represents and certifies that this Contract is made by the Supplier without collusion with any other person, firm, or corporation. If at any time it shall be found that the Supplier has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Supplier shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

17. Licensure and Compliance with Laws. Supplier represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Supplier shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

18. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Supplier.

19. Assignment. The Contract may not be assigned by the Village or by the Supplier without the prior written consent of the other party.

20. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<u>Supplier</u> Carus LLC 315 Fifth Street Peru, IL 61354	<u>Village</u> Director Water Plant 200 Lake Avenue Wilmette, IL 60091	<u>with a copy to:</u> Corporation Counsel Village of Wilmette 1200 Wilmette Ave Wilmette, IL 60091
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21. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

22. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Supplier shall be made, or be valid, against the Village.

23. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

24. Supplier's Insurance Requirements. At the time of execution of the Agreement, Supplier shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Supplier shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Supplier or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$2,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- d. Workers Compensation – covering all liability of the Supplier arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and,

- e. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

All insurance required herein of Supplier shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Supplier shall require all subcontractors not protected under the Supplier's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Supplier. Supplier shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Supplier expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Supplier's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Supplier's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Supplier's insurance and shall not contribute with it.

25. Kotecki Waiver. Supplier (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Supplier agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Supplier's employees, except to the extent those claims arise as a result of the Village's own negligence.

26. General indemnification. To the fullest extent permitted by law, the Supplier will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Supplier, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Supplier, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Supplier of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Supplier or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

27. Intellectual Property. Supplier represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Supplier for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any

and all formats (collectively "Intellectual Property") created by or provided by Supplier, Supplier's employees or Supplier's independent contractors for purposes of fulfilling the terms of this Agreement. Supplier will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Supplier represents and warrants that all Intellectual Property provided to the Village by Supplier will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Supplier agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Supplier will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Supplier's expense. Supplier agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Supplier's option, Supplier shall promptly either: (i) procure for the Village, at Supplier's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Supplier's expense, so that the Intellectual Property become non-infringing.

Supplier shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

28. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Supplier in their completion or pursuit of the Contract.

29. Use of Village's Name, Employee Name(s) or Image(s). The Supplier shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

30. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Supplier. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Supplier. Default is defined as failure of the Supplier to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The

Supplier shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Supplier. The Supplier will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

31. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Supplier, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

32. Change In Status. The Supplier shall notify the Village immediately of any change in its status resulting from any of the following: (a) Supplier is acquired by another party; (b) Supplier becomes insolvent; (c) Supplier, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Supplier ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Supplier immediately on written notice based on any such change in status.

33. Subletting of Contract. The Supplier may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Supplier and shall be subject to approval by the Village. Supplier shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Supplier and Supplier shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Supplier.

Supplier shall be fully responsible to the Village for any and all acts and omissions of the Supplier's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Supplier.

In no case shall such consent relieve the Supplier from its obligation or change the terms of the contract. At all times the Supplier shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Supplier.

34. Illinois Freedom of Information Act. Supplier agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Supplier agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Supplier's actual or alleged violation of the FOIA or Supplier's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Supplier request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Supplier agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to

defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Supplier agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Supplier's request to utilize a lawful exemption to the Village.

35. Conflict of Forms. In the event of a conflict between the terms in this Contract and the Attachments to the Contract, the terms of the Contract shall control.

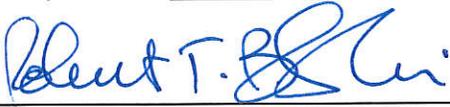
36. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

37. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Supplier have hereunto set their hands to this Contract on the ____ day of _____, 2019.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of _____, 2019



Robert T. Bielinski, Village President

Attest: 

Timothy J. Frenzer, Village Clerk

FOR THE ~~CORPORATION~~ LLC

limited liability company
An officer duly authorized by the ~~corporation~~ shall sign here:

Accepted this 17th day of December, 2019



By (signature)

President/CEO
Position/Title

David J Kuzy
Print Name

Carus LLC
Print Company Name



**WATER TREATMENT CHEMICALS
RFB ADDENDUM ONE
Date of Addendum: 10/21/2019**

ORIGINAL

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Bids (RFB) is modified as set forth in this Addendum. The original RFB documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFB. Respondent shall take this Addendum into consideration when preparing and submitting its Bid.

1.0 - BID SUBMITTAL DEADLINE

The Bid submittal deadline remains the same and is not changed by this Addendum.

2.0- RFB - CHANGES

Item	Section	Description of Change
None at this time.		

3.0- QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFB. To the extent that changes to the RFB are required based on the questions received, the RFB has been modified as noted above in the RFB section of this Addendum.

Item	Questions and Answers
3.1	<p><u>Question:</u> May we please obtain the price you are paying and the product name for Liquid Blended Ortho-Polyphosphate?</p> <p><u>Answer:</u> The price currently being paid by the Village is \$4.37 per gallon. The product name is Carus 8500, formally f-35.</p>

4.0- INFORMATION

The following item(s) are provided as a matter of information only to all respondents and do not modify or become part of the Bid.

Item	Description
None at this time.	



**WATER TREATMENT CHEMICALS
RFB ADDENDUM TWO
Date of Addendum: 10/25/2019**

RFB #19094

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Bids (RFB) is modified as set forth in this Addendum. The original RFB documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFB. Respondent shall take this Addendum into consideration when preparing and submitting its Bid.

1.0 - BID SUBMITTAL DEADLINE

The Bid submittal deadline remains the same and is not changed by this Addendum.

2.0 - RFB - CHANGES

Item	Section	Description of Change
None at this time.		

3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFB. To the extent that changes to the RFB are required based on the questions received, the RFB has been modified as noted above in the RFB section of this Addendum.

Item	Questions and Answers
3.1	<p><u>Question:</u> I need to know the size of the storage tanks that will be filled for the following materials: Aluminum Sulfate, Sodium Hypochlorite.</p> <p><u>Answer:</u> Two (2) 8,000-gallon tanks for aluminum sulfate; and four (4) 3,000-gallon tanks for hypo.</p>

4.0 - INFORMATION

The following item(s) are provided as a matter of information only to all respondents and do not modify or become part of the Bid.

Item	Description
None at this time.	

BIDDER INFORMATION SHEET WATER TREATMENT CHEMICALS

Company Name: Carus LLC (f/k/a Carus Corporation)

DBA: _____

Address: 315 Fifth Street

City, State, Zip: Peru, IL 61354

Contact Name: Samantha Pumo/Bid Specialist

Phone Numbers: 800-435-6856

Email: bids@caruscorporation.com

Website: www.caruscorporation.com

Federal Employer Identification # (FEIN): 36-0877400

IL Secretary of State File #: 0757166-6

IL Department of Employment Security #: 0011413

IL Department of Revenue Registration #: 0469-0680

IL Department of Professional Regulation #: N/A

Please include an explanation for any blank or "n/a" responses above.
Carus is not an industry that has to be registered with this agency.

Please indicate below how your company **FIRST** heard about this RFB. Select all that apply.

- Email from the Village of Wilmette
- PublicPurchase.com
- DemandStar.com
- Other, GovWin
4 State and Federal Bids

BASE BID SHEET WATER TREATMENT CHEMICALS

Bidder hereby proposes and agrees to supply the Water Treatment Chemicals to the Village in accordance with the terms, conditions, standards, requirements and specifications set forth in this Bid, for the unit prices as follows:

Carus LLC (f/k/a Carus Corporation) hereby agree to furnish to the Village all Water Treatment Chemicals in accordance with provisions, instructions, and specifications of the Village, for the twenty-four (24) month period beginning January 1 2020 and ending December 31, 2021. If the Village elects to award a twelve (12) month contract instead, the contract will terminate on December 31, 2020. The unit prices for the contract will be as follows:

GROUP A - Liquid Coagulant

Bid Line	Description	Est. Annual Quantity	Year 1 Unit Price 01/01/2020 to 12/31/ 2020	Year 2 Unit Price 01/01/2021 to 12/31/ 2021
A1	Bauxite Alum- 4,000 gal. load Concentration = 8.3% Al ₂ O ₃	235 Tons	\$ <u>NO BID</u> /ton (dry)	\$ _____ /ton (dry)
A2	Alumina Trihydrate - 4,000 gal. load	235 Tons	\$ <u>NO BID</u> /ton (dry)	\$ _____ /ton (dry)
A3	DelPAC 2020- 4,000 gal. load Concentration = _____% Al ₂ O ₃	200 Tons	\$ <u>NO BID</u> /lb	\$ _____ /lb
A4	SternPAC 70 - 4,000 gal. load Concentration = _____% Al ₂ O ₃	200 Tons	\$ <u>NO BID</u> /lb	\$ _____ /lb

Product Manufacturer: N/A

Product Name: N/A

**BASE BID SHEET
WATER TREATMENT CHEMICALS (continued)**

GROUP B - Liquid Fluorosilicic Acid

Bid Line	Description	Est. Annual Quantity	Year 1 Unit Price 01/01/2020 to 12/31/ 2020	Year 2 Unit Price 01/01/2021 to 12/31/ 2021
B	Liquid Fluorosilicic Acid - 3,000 gal load Concentration = 23% H2SiF6	115 Tons	\$ <u>NO BID</u> /ton	\$ _____ /ton

Product Manufacturer: N/A

Product Name: N/A

GROUP C - Liquid Blended Ortho-Polyphosphate

Bid Line	Description	Est. Annual Quantity	Year 1 Unit Price 01/01/2020 to 12/31/ 2020	Year 2 Unit Price 01/01/2021 to 12/31/ 2021
C	Liquid Ortho-polyphosphate – 4,000 gallon load Concentration = <u>35</u> % PO ₄	26 Tons	\$ <u>4.554</u> /gal	\$ <u>4.669</u> /gal

Product Manufacturer: Carus LLC (f/k/a Carus Corporation)

Product Name: CARUS™ 8500 water treatment chemical

GROUP D - Liquid Sodium Hypochlorite

Bid Line	Description	Est. Annual Quantity	Year 1 Unit Price 01/01/2020 to 12/31/ 2020	Year 2 Unit Price 01/01/2021 to 12/31/ 2021
D	Liquid Sodium Hypochlorite- 4,000 gallon load Concentration = 15 % NaOCl	70,000 gal	\$ <u>NO BID</u> /gal	\$ _____ /gal

Product Manufacturer: N/A

Product Name: N/A

SPECIFICATIONS WATER TREATMENT CHEMICALS

The following Specifications and other provisions shall govern the performance of the proposed Work and will be made a part of the Contract.

1. General Product Requirements

- a. Product must be approved by Illinois EPA for use in potable water.
- b. Product must be certified to meet ANSI/AWWA Standards, latest revision.
- c. Product must be NSF Standard 60 approved.
- d. Documentation demonstrating IEPA, ANSI/AWWA, and NSF approval must be submitted with bid.
- e. A typical lot analysis, product information sheet and MSDS must be included with the bid.

2. Chemical Delivery

- a. All deliveries will be made to the Wilmette Water Plant, 200 Lake Avenue, Wilmette, IL between the hours of 7:00 AM – 2:00 PM, Monday through Friday.
- b. Deliveries shall be made with a minimum of three days' notice by the Village.
- c. Deliveries shall be made in quantities of approx. 4,000 gallons each (full tanker truck load), except for Fluoride which will require 3,000 gallon deliveries. The Village does not guarantee the specific amount of any chemical that will be purchased during the term of the contract. It is estimated that the approximate annual weight to be purchased by Wilmette of each chemical will be:

i. Alum	235 tons (dry)	86,500 gallons
ii. Proprietary Coagulant	200 ton	60,000 gallons
iii. Sodium Hypochlorite (15%)	45 tons	70,000 gallons
iv. Fluoride	115 tons	22,000 gallons
v. Ortho-polyphosphate	26 tons	4,600 gallons
- d. A Certificate of Analysis (COA) must be provided with each delivery. The COA must contain a lot number, percent product or concentration and listed impurities. The analytical procedure used for each COA parameter must be submitted to Wilmette Water Plant prior to first delivery.
- e. Deliveries shall be made in sealed tanker trucks dedicated to water treatment chemical delivery. All openings into the tanker must be closed with tamper evident seals. Numbered seals referenced on the bill of lading are required.
- f. Delivery trucks shall have a compressor to aid in delivery of product.
- g. Prior to delivery, the driver's identification, date of delivery, seal serial number and approximate time must be provided to Wilmette Water Plant. Upon arrival and prior to off-loading chemical, driver must display a picture I.D.

3. Other Requirements

- a. Manufacturer must provide a one-hour class at Wilmette Water Plant on safe handling of treatment chemicals, or provide a DVD/Video.
- b. Manufacturer must provide the Village with emergency contact information in the event of a major spill or leak at the water plant.

4. Aluminum Sulfate (Alum) -- $Al_2(SO_4)_3$

a. Quality

Chemical to be furnished shall conform to the latest revision of AWWA Standard Specification for Aluminum Sulfate B403 and, in addition, shall be free of any additives or detergents applied as dispersing agents. The product shall be certified and listed by ANSI/NSF as meeting the requirements of NSF Standard 60, current edition.

b. The aluminum sulfate in Bid Line A2 shall be made exclusively from Alumina Tri-hydrate and not exceed 75 ppm of iron content:

- | | |
|--------------------------|---------------------------------|
| i. Appearance and Odor: | Clear yellow liquid, sweet odor |
| ii. Flash Point: | Not Flammable |
| iii. Vapor Pressure: | Water Solvent |
| iv. Specific Gravity: | 1.31 +/- 0.02 g/ml |
| v. Product pH: | 2.00 +/- 0.50 standard pH units |
| vi. Solubility in Water: | Complete |

c. Shipment

Deliveries must be made in minimum quantities of 4,000 gallons. Deliveries will be received in bulk for transfer to owner's storage tanks. Connection to building piping shall be 2" cam-lock coupling. Delivery shall include certified weight tickets.

d. Price

Price should be stated for Aluminum Sulfate in liquid form containing not less than 17% Aluminum Oxide (Al_2O_3).

- i. Bid Line A1: Aluminum Sulfate made from Bauxite Ore. (dry price, \$ per ton, dry weight calculated as shown below, based on weight tickets).
- ii. Bid Line A2: Aluminum Sulfate made exclusively from Alumina Trihydrate and not to exceed 75 ppm of Iron Content (dry price, \$ per ton, dry weight calculated as shown below, based on weight tickets).

e. Payment

Certified weight tickets shall be furnished with all invoices rendered for delivery of Liquid Aluminum Sulfate in bulk. Invoices for payment for Liquid Aluminum Sulfate shall contain certification as to concentration of Al_2O_3 in chemical, specific gravity and weight of dry Aluminum Sulfate in the following manner:

- i. $(\text{Net Weight} \times \text{Conc. \%}) / (17\%) = \text{lbs. Dry Alum}$
- ii. $(\text{Lbs. Dry Alum}) \times (1/2000) \times (\text{Bid Unit Price } \$/\text{ton}) = \text{Invoice Amount}$
- iii. Where: Net Wt = Net Weight in pounds of Liquid Aluminum Sulfate delivered
- iv. Conc. = Concentration of Aluminum Oxide (Al_2O_3) in percent (as determined by analysis).
- v. 17% = A physical constant which is % of molecular weight of aluminum oxide in dry Alum.
- vi. Sample calc, assuming Net Wt of Liquid Alum is 46,000 lbs., contract price \$100/ton, with $Al_2O_3 = 8.3\%$
 1. $(46,000 \times 8.3) / (17) = 22,459 \text{ Lbs. Dry Alum}$
 2. $(22,459) \times (1/2000) \times (\$100/\text{ton}) = \$1,122.95 \text{ Invoice Amount}$

f. Testing

When a shipment is received, the Village will collect one sample of at least 500 ml. from the truck for laboratory analysis. The sample will be analyzed for specific gravity and % AL_2O_3 and will be made available for testing by the supplier at his own expense should any discrepancies arise. Invoices will be checked against laboratory analyses for accuracy. The Village reserves the right to dispose of samples 60 days after delivery.

g. Pre-qualified Vendors / Products

Liquid Aluminum Sulfate: No pre-qualification needed, provided above specifications are met by vendor.

5. Proprietary Coagulant Products (Alum/Polymer Blend)

a. Quality

The Proprietary Coagulant product shall be certified and listed by ANSI/NSF as meeting the requirements of NSF Standard 60, latest edition, at the intended dosages

b. Shipment

Deliveries must be made in minimum quantities of 4,000 gallons. Deliveries will be received in bulk for transfer to owner's storage tanks. Connection to building piping shall be 2" cam-lock coupling. Delivery shall include certified weight tickets.

c. Price

- i. Bid Line A3: PolyAluminum Chloride, Delta Chemical -- DelPAC 2020 (\$ per pound, weight tickets).
- ii. Bid Line A4: PolyAluminum Chloride, Kemira Chemical -- SternPAC 70 (\$ per pound, weight tickets).

d. Payment

Invoices for payment for all proprietary coagulants shall contain certification as to concentration of AL₂O₃ in chemical, specific gravity and weight % of polymer, if applicable. Payment shall be calculated by multiplying the weight (lbs) by the unit price (\$/lb).

e. Pre-qualification

Due to the wide variety of coagulants, polymers and blends available and due to the difficulty in specifying proprietary products, it is necessary that all polymers and blends other than those specified be properly tested and evaluated according to standardized guidelines. The procurement process shall be as follows:

- i. Prospective bidders proposing to supply any product other than those already approved for use in the Wilmette Water Plant must run jar tests in Wilmette's lab on at least two separate occasions under the supervision of the Water Plant Chemist. Arrangements shall be made with, and at the convenience of, the Chemist. Each occasion of testing shall be separated in time by change in season, to allow raw water conditions to change (e.g. temperature and turbidity).
- ii. Jar tests performed at each occasion shall include but not be limited to one control jar which has raw water only, nothing added, and one jar of raw water with the current dosage of alum and polymer presently being used in the plant. The other four jars shall be used to test the proposed product but changing only one variable per test run. Minimum data required: mixer speeds, mix times, settling times, chemical dosage in mg/l, indicate whether chemical is fed neat or diluted. Observations of the presence of the first floc, relative size and its ability to settle shall be recorded. Turbidity of settled water shall also be recorded for all samples including control. Also measured and recorded shall be Alkalinity, pH, turbidity, temperature and the time when the raw water sample was taken. Test procedures and results must be clearly outlined and recorded and copies of this data must be submitted to the Chemist on the day of the test. A written report with conclusions shall be submitted within 30 days of final testing.
- iii. A sample of at least 500ml of each product tested shall be left for independent testing if the Village desires.

- iv. If, based upon jar testing, the product appears viable, the product shall be considered pre-qualified and approval to bid on that product will be granted. If the results are not satisfactory, the Village reserves the right to reject the product and contract with the next low bidder, or a vendor with a proven product.
 - v. Following pre-qualification, the Village may elect to conduct full scale plant trials of the coagulant, using bulk delivery, prior to committing to the estimated delivery quantities in these specifications
- f. Pre-qualified Vendors / Products
- i. Delta Chemical -- DeIPAC 2020
 - ii. Kemira Chemical -- SternPAC 70

6. Fluorosilicic Acid (Fluoride) – H_2SiF_6

a. Quality

The chemical shall conform to the latest revision of AWWA Standard Specification for Fluorosilicic Acid B703. The chemical shall be listed and certified by ANSI/NSF as meeting the requirements of NSF Standard 60, current edition.

b. Shipment

Deliveries shall be made in quantities of 3,000 gallons. Deliveries will be received in bulk for transfer to owner's storage tanks. Connection to building piping shall be 2" cam-lock coupling. Delivery shall include both certified weight tickets and metered amount of Fluorosilicic Acid.

c. Price

Price should be stated for:

- i. Fluorosilicic Acid with a minimum concentration of H_2SiF_6 of 23% by weight and the price so stated shall constitute the base price.
- ii. Bid Line B: Fluorosilicic Acid (23% by weight, \$ per ton, based on weight tickets).

d. Payment

Certified weight tickets shall be furnished with all invoices rendered for delivery of Fluorosilicic Acid in bulk. When the concentration of H_2SiF_6 exceeds the minimum 23% by weight, then base bid price shall be adjusted by the following formula:

- i. $(\% \text{ Conc. of } H_2SiF_6 / 23\%) \times (\text{Base Bid Unit Price}) = \text{Adjusted Unit Price for Invoice}$
- ii. $(\text{Weight in lbs.}) \times (1/2000) \times (\text{Adjusted Unit Price}) = \text{Invoice Amount}$
- iii. Sample calculation, assuming 24% H_2SiF_6 concentration, 30,000 lbs. is shipped; contract price is \$130 per ton:
 1. $(24\% / 23\%) \times \$130 \text{ per ton} = \$135.60 \text{ per ton (adjusted unit price)}$.
 2. $(30,000) \times (1/2000) \times \$135.60 \text{ per ton} = \$2,034.00$.

e. Testing

When a shipment is received, the truck driver will be required to draw a sample of the acid in sample bottle provided by the Village. This sample will be analyzed to determine the percentage of H_2SiF_6 , specific gravity and percentage of free acid other than H_2SiF_6 . Invoices will be checked against lab analysis for accuracy. Sample will be available for testing by vendor at his own expense should any discrepancies arise. The Village reserves the right to dispose of samples 60 days after delivery.

f. Pre-qualified Vendors / Products

Fluorosilicic Acid: No pre-qualification needed, provided above specifications are met by vendor.

7. Ortho-Polyphosphate (Phosphate)

a. Quality

The Ortho-polyphosphate chemical shall be a blend of orthophosphate and polyphosphate chemicals, 50/50 or 40/60 ratio of ortho to polyphosphate components. The chemical shall be free of impurities and shall be listed and certified by ANSI/NSF as meeting the requirements of NSF Standard 60, latest edition, at the intended dosages.

b. Shipment

Deliveries shall be made in minimum quantities of 4,000 gallons. Deliveries will be received in bulk for transfer to owner's storage tanks. Connection to building piping shall be 2" cam-lock coupling. Delivery shall include both certified weight tickets and metered amount of Ortho-polyphosphate.

c. Price

Price should be stated for

- i. Ortho-polyphosphate on a per gallon basis. The bid sheet must also include the % total phosphate, as PO₄.
- ii. Bid Line C: Ortho-polyphosphate (\$ per gallon), include % total phosphate with bid.

d. Payment

Certified weight tickets shall be furnished with all invoices rendered for delivery of Ortho-polyphosphate in bulk:

- i. (Gallons of Product) X (Bid Price, \$/gallon) = Invoice Amount
- ii. Sample calculation, assuming 3,900 gallons Ortho-polyphosphate delivered, contract price is \$2.50/gallon:
 1. 4,000 gallons X \$2.50/gallon = \$10,000.

e. Pre-qualification

Due to the proprietary nature of Ortho-polyphosphate products, the Illinois EPA requires that each product be bench tested by the individual utility before a permit for use is granted.

f. Pre-qualified Vendors / Products

The following Ortho-polyphosphate products are currently permitted by use in Wilmette:

- i. Pristine SK-7641
- ii. Carus Chemical F-25-S
- iii. Carus Chemical F-35

These are the **only Ortho-polyphosphate** vendor products allowed to be bid under this contract.

8. Sodium Hypochlorite (HYPO) NaOCl

a. Quality

The chemical shall conform to the latest revision of AWWA Standard Specification for Sodium Hypochlorite B300, latest revision. The chemical shall be listed and certified by ANSI/NSF as meeting the requirements of NSF Standard 60, current edition.

Additionally, the solution shall conform to:

- i. Delivered pH: 11-13
- ii. Iron: <0.3 mg/L
- iii. Copper: <0.03 mg/L
- iv. Nickel: <0.03 mg/L
- v. Chlorate: <2,000 mg/L
- vi. Bromate: <20 mg/L
- vii. Filter Test Time: < 3 minutes

b. Shipment

Product composition must be a minimum 15% as Sodium Hypochlorite. Deliveries will be made in minimum quantities of 4,000 gallons. Deliveries will be received in bulk for transfer to owner's storage tanks. Connection to building piping shall be 2" cam-lock coupling. Bid price shall be unit price assuming a specific gravity of 1.206 and shall include all associated costs of delivery to the Wilmette Water Plant. Delivery shall include both certified weight tickets and metered amount of Sodium Hypochlorite.

c. Price

- i. Price should be stated for Sodium Hypochlorite with a minimum concentration of NaOCl of 15% by volume and the price so stated shall constitute the base price.
- ii. Bid Line D: Sodium Hypochlorite (15% by volume, \$ per gallon, based on metered amount).

d. Payment

Certified weight tickets shall be furnished with all invoices rendered for delivery of Sodium Hypochlorite in bulk, as well as metered gallons of chemical:

- i. $(\text{NaOCl in Gallons}) \times (\text{Bid Price/gallon}) = \text{Invoice Amount}$
- ii. Sample calculation, for a NaOCl 4,000 gallon shipment, with contract price at \$0.75 per gallon:
 - 1. $4,000 \text{ gallons} \times \$0.75 \text{ per gallon} = \$ 3,000.$

e. Testing

When a shipment is received, the truck driver will be required to draw a sample of the Sodium Hypochlorite in sample bottle provided by the Village. This sample will be analyzed to determine the percentage of NaOCl, specific gravity and percentage of impurities other than NaOCl. Invoices will be checked against lab analysis for accuracy. Sample will be available for testing by vendor at his own expense should any discrepancies arise. The Village reserves the right to dispose of samples 60 days after delivery.

f. Pre-qualified Vendors

Sodium Hypochlorite: No pre-qualification needed, provided above specifications are met.

REFERENCE FORM

Each Bidder **must** supply at least three (3) names, addresses, telephone numbers and names of persons representing municipalities; to contact as performance references.

Company Name : City of Columbia

Address : 300 Laurel Street

City & State : Columbia SC

Telephone Number..... : 803-545-3471

Person to Contact : Gordon Alexander

E-Mail Address : goalexander@columbiasc.net

Company Name : City of Sioux City

Address : 1101 Triview Avenue

City & State : Sioux City IA

Telephone Number..... : 712-224-5010

Person to Contact : Rich Mauch

E-Mail Address : rmauch@sioux-city.org

Company Name : City of Wichita

Address : 455 North Main Street

City & State : Wichita KS

Telephone Number..... : 316-268-4654

Person to Contact : Terryl Pajor

E-Mail Address : tpajor@wichita.gov

BID AFFIRMATION AND CERTIFICATION

IN SUBMITTING THE SUMMARY BID SHEET AND OPTIONAL SERVICES SHEET, BIDDER AFFIRMS THAT IT:

1. Has carefully examined all of the documents included in this RFB, including Addenda Nos. 1 & 2 (if none, write "NONE") and accepts the terms and conditions therein;
2. Is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work;
3. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this bid is submitted as indicated in the RFB;
4. Has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the RFB, if any, and the written resolution thereof by the Village is acceptable to Bidder. The RFB is generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

FURTHER, IN SUBMITTING THIS BID / BIDDER CERTIFIES THAT:

5. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
6. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by Bidder, prior to opening, directly or indirectly to any other bidder or to any competitor;
7. This bid has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
8. Has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; has not solicited or induced any person, firm or corporation to bid or refrain from bidding; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.
9. They are familiar with all conditions, instructions, and contract documents governing this bid, including the Bond and Contract terms attached in Appendix One and Two, and that any exceptions to the contract document are included on the Bid Exception Sheet.

10. They understand that any contract entered into with the Village is non-exclusive and does not prevent the Village from employing similar contractors to perform the same or similar type work.

SIGNED AND SWORN THIS 5th DAY OF November, 2019

Bidder Name: Carus LLC (f/k/a Carus Corporation)

Bidder Type: (circle one) Individual, d/b/a, Corporation, **LLC** LLP, Joint Venture, Partnership, Other

Authorized Signature: *David J. Kuzy*

Name / Title: (Print) David J Kuzy/President, CEO

Mailing Address: 315 Fifth Street

City/State/Zip: Peru, IL 61354

Phone / Email: 800-435-6856 bids@caruscorporation.com

Subscribed and sworn before me
this 5th day of November, 2019
Maria L. Bergagna

Notary Public:



CERTIFICATION OF COMPLIANCE

DESCRIPTION: Water Treatment Chemicals

David J Kuzy/President, CEO, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

EQUAL PAY ACT: Engineers, Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
 - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Engineer's workplace.
 - b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the grantee's or Engineer's policy of maintaining drug free workplace;

Village of Wilmette

- c) any available drug counseling, rehabilitation, and employee assistance program; and
 - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
 - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
 - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
 - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
 - 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.



EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) Deduction from compensation: No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX

There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

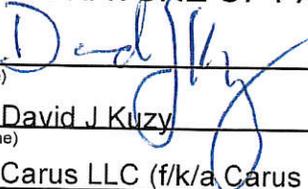
There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your form's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX

We have a good safety record with OSHA.

We have had an OSHA violation within the past 5 years. (Attach explanation)

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: 
(Signature)

By: David J. Kuzy
(Print Name)

d/b/a Carus LLC (f/k/a Carus Corporation)

Business address: 315 Fifth Street
Peru, IL 61354

Business Phone #: 800-435-6856

Cell Phone #: _____

E-Mail Address: bids@caruscorporation.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Condy Holdings LLC

2 Business name/disregarded entity name, if different from above
Carus LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
315 FIFTH STREET

6 City, state, and ZIP code
PERU, IL 61354

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

Employer identification number

3	6	-	0	8	7	7	4	0	0
---	---	---	---	---	---	---	---	---	---

*** Carus LLC FEIN**

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ **DB Buhala**

Date ▶ **7-22-19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.



I, Mary Stachowicz, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Condy Holdings LLC, a Delaware LLC, and as such have custody of the corporate records and seal.

I hereby further certify that the following resolutions were duly adopted by Unanimous Consent of the Board of Managers of Condy Holdings LLC effective 24 September 2019 and are still in full force and effect as of the date below pertaining to persons authorized to act for Condy Holdings LLC and its member companies, including Carus LLC.

WHEREAS, the Board desires to grant to certain Company officers and managers specific spending authority necessary to the day-to-day performance of their respective functions; and

IT IS RESOLVED, that the Board hereby approves, for the purpose of signing sales contracts, municipal bids, purchase requisitions, capital expenditures, raw material supply contracts, and other day-to-day contracts and obligations of the Company, the officer and manager spending authorizations included in the "CONDY HOLDINGS LLC AUTHORIZATION LEVELS - 24 September 2019," attached hereto as Exhibit 1.

It witness whereof I have hereunto set my hand as Assistant Secretary of Condy Holdings LLC on this 5th day of November 2019.



Mary Stachowicz
Asst. Secretary

EXHIBIT 1
CONDY HOLDINGS LLC
AUTHORIZATION LEVELS – 24 SEPTEMBER 2019 ***

TITLE	REVENUE CONTRACTS**
Chairman	\$5,000,000
Chief Executive Officer & President *	\$5,000,000
Vice President, CFO *	\$3,000,000
Vice President, Operations	-
VP, Sales & Marketing	\$1,500,000
Vice Pres., Sec. & General Counsel	-
VP, Human Resources	-
VP, Commercial Development	
VP, Corporate Development	-
VP, Finance	
Director, Global Strategic Sourcing	-
Supply Chain Director	-
M.B. Carus Fellow, Technology Project Manager	-
LaSalle Plant Manager	
Bus. Director, Manganese Specialties	-
IT Director	-
Director of Sales	\$1,000,000
Product Management Director	\$ 500,000
Product Marketing Manager	\$ 500,000
Director of EHSS	-
Inside Sales Manager	\$ 200,000

NOTES:

***ANY COMMITMENT FOR THE PURCHASE OR LEASE OF GOODS OR SERVICES IN EXCESS OF A 12-MONTH PERIOD MUST BE APPROVED BY THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.**

****ANY CONTRACT OR BID THAT IS EFFECTIVE FOR LONGER THAN ONE YEAR, REGARDLESS OF REVENUE VOLUME, REQUIRES THE SIGNATURE OF THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.**

ANY CONTRACT OR BID THAT IS EFFECTIVE FOR MORE THAN ONE YEAR IS SUBJECT TO AN ANNUAL PRICE REVIEW, REGARDLESS OF ESCALATION CLAUSES.

*****THE APPROVALS AUTHORIZED HEREIN SHALL APPLY WITH EQUAL EFFECT TO ALL AFFILIATE COMPANIES OF CONDY HOLDINGS LLC, (i.e., CARUS LLC, ALLIANCE TRANSPORT LLC, CARUS EFTB, CARUS CHEMICAL COMPANY, CARUS EUROPE SOCIEDAD LIMITADA, CARUS BVI, LTD.).**



EMERGENCY CONTACT LIST

Office: 800-435-6856

Customer Support: PHONE: 800-435-6856 ext. 6559
EMAIL: orders@caruscorporation.com

After Hours: 800-435-6856

Chemical Emergency: Chemtrec – 800-424-9300

TECHNICAL ASSISTANCE & SERVICE CONTACT

Tim Postula: Sales Representative
Cell: 815-252-7549
Email: tim.postula@caruscorporation.com

Darin Skutt: Technical Support Manager
315 Fifth Street
Peru, IL 61354
Phone: 800-435-6856
Cell: 815-252-4247
Email: darin.skutt@caruscorporation.com

CERTIFICATE OF ANALYSIS

Product: CARUS™ 8500

Lot Number: 1910152311

Date of Manufacture: 15-Oct-2019

Parameter	Result	Units	Min	Max
Specific Gravity at @ 20°C	1.38		1.35	1.41
pH (1% Solution)	5.5		5.2	6.2

Parameter	Typical	Units	Min	Max
Total Phosphate	34.7	%	32.3	37.7
Orthophosphate	17.3	%	15.4	19.6

Analyst: J. Halberg



By: Lori Setchell

Lori Setchell
 Quality Control Manager
 815-224-6842

Carus Corporation
 315 5th Street
 Peru, IL 61354
www.caruscorporation.com

CARUS WATER

Municipal Drinking Water

CARUS™ 8500 WATER TREATMENT CHEMICAL DATA SHEET

CARUS™ 8500 water treatment chemical is an effective corrosion inhibitor and sequesterant for use in potable and industrial water systems. The product is a liquid concentrate of exceptional purity, clarity, and stability utilizing a broad spectrum of phosphates for better sequestering and corrosion control.

BENEFITS OF CARUS 8500

- Inhibits corrosion of steel distribution system water lines, iron and galvanized piping, and lead and copper plumbing
- Decreases iron tuberculation to extend the life of the distribution system
- Inhibits lead and copper leaching resulting in lower lead and copper levels in the delivered potable water
- Minimizes the occurrence of microbial-influenced corrosion providing longer life system
- Controls iron and manganese minimizing rusty and dirty water in the system
- Reduces discoloration, staining, and mineral build-up resulting in fewer customer complaints
- Diminishes calcium scale deposits typically seen in hot water lines and heaters
- Saves money by reducing corrosion and scale; lowering chlorine demand and decreasing hydrant flushing, leaks and failures

PROPERTIES AND CERTIFICATIONS

Description: Clear homogenous liquid

Freezing Point: Do not freeze

Specific Gravity: 1.35 - 1.41

pH (1% w/w): 5.2 ± 6.2

NSF Maximum Feed Rate: 18 mg/L

NSF/ANSI Standard: 60

Kosher Approved



HANDLING AND STORAGE

CARUS 8500 water treatment chemical should be handled with care. Wear proper protective equipment including goggles, face shield, apron, respirator and proper gloves when handling this product.

Protect containers from physical damage. Store in a cool, dry area in closed containers. In case of accidental release: contain spill by collecting the liquid in a pit or holding behind a dam (sand or soil). Absorb with inert media and dispose of properly. Disposal of all materials shall be in full and strict compliance with federal, state, and local regulations. Consult the SDS for additional safety and handling information.

SHIPPING

CARUS 8500 water treatment chemical is generally considered to be safe and is not classified as hazardous according the US Department of Transportation, Canada TDG, UN, IMDG, or IATA regulations.

COMPATIBILITY INFORMATION

CARUS 8500 water treatment chemical can be stored in high-medium density polyethylene, cross-linked polyethylene, fiberglass reinforced plastic, 316 stainless steel, and glass/epoxy lined steel tanks. Piping materials may include schedule 80 PVC/CPVC piping, clear PVC, and white polyethylene tubing. Pump materials may include ceramic, Teflon, viton, hypalon and PVC liquid end pump materials.

Metering equipment can include diaphragm and peristaltic type metering pumps and other pumps meeting compatibility requirements.

It is not compatible with black iron, mild steel, galvanized metals, aluminum, zinc, copper, lead, brass, bronze, tin, and other base metals.

CARUS CORPORATION

ONE COMPANY. ENDLESS SOLUTIONS.

CORPORATE HEADQUARTERS | 315 Fifth Street, Peru IL 61354 | Tel +1.815.223.1500 / 1-800-435-6856 | Fax +1.815.224.6697 | Web: www.caruscorporation.com | E-mail: sales@caruscorporation.com
 CARUS EUROPE | Calle Rosal 4, 1-8 | Oviedo, Spain 33009 | Tel +34.985.785.513 / Fax +34.985.785.510

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and the conditions of handling, use or misuse of the product are beyond our control. Carus Corporation makes no warranty, either expressed or implied, including any warranties of merchantability and fitness for a particular purpose. Carus also disclaims all liability for reliance on the completeness or confirming accuracy of any information included herein. Users should satisfy themselves that they are aware of all current data relevant to their particular use(s).

Carus and Design is a registered service mark of Carus Corporation. CARUS™ is a trademark of Carus Corporation. Responsible Care® is a registered service mark of the American Chemistry Council.

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CARUS®
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Municipal Drinking Water



CARUS™ 8500 WATER TREATMENT CHEMICAL DATA SHEET

SHIPPING CONTAINERS**5 gallon (58 lb) Jerrican**

Made of high density polyethylene (HDPE). Weighs 3.31 lbs. (1.5 kg).
The net weight is 58 lbs. (26.3 kg).

15 gallon (173 lb) Drum

Made of high density polyethylene (HDPE). Weighs 6 lbs. (2.72 kg).
The net weight is 173 lbs. (78.5 kg).

30 gallon (345 lb) Drum

Made of high density polyethylene (HDPE). Weighs 12.2 lbs. (5.5 kg).
The net weight is 345 lbs. (156.5 kg).

55 gallon (633 lb) Drum

Made of high density polyethylene (HDPE). Weighs 20.5 lbs. (9.21 kg).
The net weight is 633 lbs. (287.1 kg).

SHIPPING CONTAINERS**275 gallon (3163 lb) IBC (Intermediate Bulk Container)**

The IBC has a 2 inch (5.08 cm) butterfly valve with NPT threads in bottom sump. Weighs 123.2 lbs. (55.9 kg). The net weight is 3163 lbs. (1435 kg).

Bulk quantities up to 3500 gallons are available.

Other containers may be available, contact Carus Corporation at 800-435-6856 for details.

CARUS VALUE ADDED**LABORATORY SUPPORT**

Carus Corporation has technical assistance available to answer questions, evaluate treatment alternatives, and perform laboratory testing. Our laboratory capabilities include: consulting, treatability studies, feasibility studies, and analytical services.

FIELD SERVICES

As an integral part of our technical support, Carus provides extensive on-site treatment assistance. We offer full application services, including technical expertise, supervision, testing, and feed equipment design and installation in order to accomplish a successful evaluation and/or application.

CARUS CORPORATION

During its more than 100-year history, Carus' ongoing emphasis on research and development, technical support, and customer service has enabled the company to become the world leader in permanganate, manganese, oxidation, and base-metal catalyst technologies.



ONE COMPANY. ENDLESS SOLUTIONS.

CORPORATE HEADQUARTERS | 315 FHN Street, Peru IL 61354 | Tel +1.815.223.1500 / 1-800-435-6856 | Fax +1.815.224.6697 | Web: www.caruscorporation.com | E-mail: salesmkt@caruscorporation.com
CARUS EUROPE | Calle Rosal 4, 1-6 | Oviedo, Spain 33009 | Tel +34.985.785.513 / Fax +34.985.785.510

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Village of Wilmette



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SAFETY DATA SHEET

Contract #19094B

1. Identification

Product Identifier CARUS™ 8500 Water Treatment Chemical

Other means of identification
SDS number -

Recommended use CARUS™ 8500 water treatment chemical 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.

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

Composition comments The components are not hazardous or are below required disclosure limits.

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 (CO₂).

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

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.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Environmental precautions

Never return spills in original containers for re-use. For waste disposal, see section 13 of the SDS. 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.

CARUS™ 8500 Water Treatment Chemical

919167 Version #: 01 Revision date: - Issue date: 24-July-2014

SDS US

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Form	Liquid.
Color	Colorless.
Odor	None.
Odor threshold	Not available.
pH	5.7±0.5
Melting point/freezing point	Not available.
Initial boiling point and boiling range	Not available.
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	1.38±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.
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.**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Not listed.

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 This substance/mixture is not intended to be transported in bulk.**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.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not 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
 Not regulated.

US. New Jersey Worker and Community Right-to-Know Act
 Not listed.

US. Pennsylvania Worker and Community Right-to-Know Law
 Not listed.

US. Rhode Island RTK
 Not regulated.

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

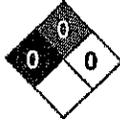
Issue date 24-July-2014
Revision date -
Version # 01

CARUS™ 8500 Water Treatment Chemical
 919167 Version #: 01 Revision date: - Issue date: 24-July-2014

HMIS® ratings

Health: 0
Flammability: 0
Physical hazard: 0

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.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, October 22, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=CARUS&TradeName=8500&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Carus Corporation

315 Fifth Street
 P.O. Box 599
 Peru, IL 61354-0599
 United States
 800-435-6856
 815-223-1500

Facility : # 1 La Salle, IL

Blended Phosphates

Trade Designation

CARUS™ 8500

Product Function

Corrosion & Scale Control
 Sequestering

Max Use

18mg/L

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Facility : # 2 USA

Blended Phosphates

Trade Designation

CARUS™ 8500

Product Function

Corrosion & Scale Control
 Sequestering

Max Use

18mg/L

Facility : # 3 USA

Blended Phosphates

Trade Designation

CARUS™ 8500

Product Function

Corrosion & Scale Control

Max Use

18mg/L

Facility : # 4 USA

Blended Phosphates

Trade Designation

CARUS™ 8500

Product Function

Corrosion & Scale Control

Max Use

18mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : # 6 USA

Blended Phosphates

Trade Designation

CARUS™ 8500

Product Function

Corrosion & Scale Control

Max Use

18mg/L

Number of matching Manufacturers is 1

Number of matching Products is 5

Processing time was 0 seconds

ATTACHMENT ONE
SUPPLIER'S BID DATED NOVEMBER 4, 2019

**ATTACHMENT TWO
GENERAL CONDITIONS**

The following General Contract Conditions are an integral part of and are incorporated by reference into this Contract, as though fully set forth therein.

1. Working Hours

All Product shall be delivered between the hours of 7:00 am and 7:00 pm Monday through Friday, and between 9:00 am and 6 pm on Saturday, except in the case of urgent necessity as determined by the Village. No Product shall be delivered on Sundays and the following Village Holidays: New Year's day, Memorial Day, July third and fourth, Labor Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day unless requested by the Village in writing.

2. Representations and Warranties

Supplier warrants that the Product shall be merchantable and fit for its intended purpose and, shall meet all performance, design, and other standards set forth in the Contract Documents. Supplier further warrants that all materials, supplies and equipment used in the performance of this Contract shall be new and of the most suitable grade and quality for the purpose intended; and, that the Product and all Work shall be free from faults and defects and in conformance with the Contract Documents.

Neither the final payment nor use by the Village shall constitute an acceptance of the Product and/or Work not done in accordance with Contract Documents or relieve the Supplier or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Supplier or its sureties shall remedy any defects in Product and shall be liable for the correction of all damage resulting from defective Product.

Supplier warrants and guarantees that the Product, and any other labor, material and equipment supplied in the performance of the Contract will be free of defects for a period of one (1) year from the date of Acceptance or, for any other period otherwise stated in the Contract Documents, whichever is longer.

Supplier warrants that no materials or supplies purchased for the performance of this Contract by Supplier or any subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Supplier further warrants that it has good title to all materials and supplies used in the performance of the Contract and any such materials and supplies are free from all liens, claims or encumbrances. Supplier agrees to indemnify and save the Village harmless from all claims and costs incurred with respect to the lawful demands of subcontractors, laborers, workmen, delivery men, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from Supplier's breach of this Section.

The terms of this Section shall survive the suspension, expiration or termination of this Contract.

3. Inspections

The Village shall have the right to inspect, or to have inspected by its representative, any Product, material, component equipment, supplies, or services specified herein before acceptance. Any of said items or Product not complying with the Contract Documents are subject to rejection. Any items or Product rejected shall be removed from the site and/or replaced at the sole expense of the Supplier. Supplier will make every effort and means available to facilitate the inspection of the Product. Any Product or material, which is deemed to be defective, must be rebuilt, replaced, or removed at the Supplier's own expense. Any omission to reject or condemn any Product or material at the time of its arrival at the Village shall not be construed to mean acceptance of the Product or material.

Supplier shall not be relieved of its obligations to provide the Product in accordance with the Contract Documents either by the actions of the Village in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Supplier.

The existence, exercise or non-exercise of the Village's rights to review, inspect, approve or control the quality or completeness of the Product shall not modify the extent of Supplier's liability for damages to persons or property arising from Supplier's performance of the Contract.

4. Interpretation of Contract Documents

The Village shall in all cases determine the amount or quantity of the Product to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Supplier, and all estimates and decisions shall be final and conclusive. The Village shall have the right to make alterations in the Product herein contemplated either before or after the commencement of the Contract. If such alterations diminish the quantity of the Product to be delivered, they shall not constitute a claim for damage or for anticipated profits on the Product dispensed with, or if they increase the amount of Product, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Product in the Contract. The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Supplier proposes to furnish pursuant to the Contract Documents.

5. Delivery and Risk of Loss

Unless otherwise provided in the Contract Documents, the Product, as well as any other item to be supplied under the Contract Documents, must be shipped F.O.B. to the Village and delivered to a pre-designated location. Supplier shall be responsible for all expenses of delivering the Product, including the costs of stacking, sorting, segregating, and otherwise placing the Product at the Village's location. Supplier shall coordinate the delivery schedule in advance with the Village and must be present on site at the time of all deliveries.

Supplier shall, at its own expense, package, crate, mark, and document the Product in accordance with good commercial practices, and shall be responsible for any additional cost the Village incurs as a result of Supplier's failure to do so. Supplier shall insure that all containers, pallet tags, bills of lading, and invoices include proper information, in accordance with the Contract Documents, including but not limited to, purchase order number, quantity, shipment date, name and address of Supplier, item description and name of Village employee accepting delivery of the Product.

Unless expressly stated to the contrary in the Contract Documents, risk of loss for the Product shall not pass to the Village until the delivery of the Product conforming to the Contract Documents has actually been received and accepted by the Village and all required documentation relating to acceptance has been executed. Supplier assumes full responsibility and liability for any and all loss and/or damage occurring during transportation of the Product, even if the Village has agreed to pay freight, express, or other transportation charges.

6. Rejection/Revocation of Acceptance of Non-Confirming Product

The Village, at its sole option, may (within a reasonable time after it has inspected) reject (or may revoke acceptance of) and either return to the Supplier or hold at Supplier's risk and expense any Product that at the time of delivery (a) was defective; (b) fails to conform to the Contract Documents; or, (c) infringes any intellectual property rights of a third-party. Payment of any invoice shall not waive the Village's right to reject or revoke acceptance. Supplier shall bear all cost, expense, and risk of unpacking, examining, repacking, storing, holding, and/or returning any Product rejected (or whose acceptance has been revoked). At the Village's option, with respect to any Product that the Village rejects or revokes acceptance of, Supplier shall refund or credit to the Village, or the Village may offset against amounts it owes to Supplier, the cost of such rejected Product.

Supplier's obligations under this Section are in addition to any other obligation or guarantee or warranty contained in the Contract Documents and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

7. Additional Work Requirements

a. Anti-Idling Policy

To improve air quality and reduce global warming, the Village requests that Supplier inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

b. Vehicles and Equipment

The Supplier's vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The Village shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed right-of-entry release forms for the required work.

8. Prevention of Injury or Damage

a. Safety of Persons

Supplier shall be solely and completely in charge of, and responsible for delivery of the Product; prevention of accidents or injury to persons performing the delivery; and to any person on, about, or adjacent to the site where the Product is being delivered. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Supplier shall maintain and implement, and ensure that all subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Supplier is fully responsible and assumes liability for the failure of subcontractors to comply with the requirements of this Section.

Supplier shall comply with all applicable federal, state, and local safety laws, regulations and codes, including, but not limited to, those safety precautions as to construction involving (or in the vicinity of) overhead and/or underground electrical facilities and utilities. Supplier shall be responsible for any and all applicable employee safety training/education, as well as accident record maintenance.

b. Protection of Public and Private Property

Supplier shall adequately protect the site, adjoining properties and all Work from damage or loss arising in connection with, or during the performance of, the Work. Supplier shall pay for any such damage, injury or loss caused by its agents, employees or subcontractors or from the action of the elements. Supplier will be required, without cost to the Village, to remove and replace all portions of the damaged Work, and to repair or replace all damage caused to Village and private property and adjoining properties. Supplier will take sufficient precautions, and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the Work. Supplier is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

The Supplier shall resolve any claims for damage with the property owner within ten (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the Village, the Village reserves the right to repair or replace that which was damaged by the Supplier and deduct this cost from any payment due the Supplier.

9. Suspension and Termination

Time is of the essence to the Contract. The Village's Water Plant is dependent on regular delivery of Product to treat the Village's drinking water and protect the public health. The Supplier is responsible for delivering the Project to the Village's Water Plant in a timely manner. If the Supplier is unable to meet these delivery requirements, as described further in these documents, the Village may elect to purchase the Product from another source. Supplier shall not be entitled to any claim for lost profits due to the change in Product delivery by the Village.

The Village may, at any time, by written notice to the Supplier require the Supplier to stop all, or any part, of the delivery of the Project required by the Contract Documents. Upon receipt of such a notice, the Supplier shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Product covered by the notice. Supplier shall not be entitled to any claim for lost profits due to the suspension of the Product delivery by the Village.

10. Documents

a. Ownership

All drawings, specifications, reports, and any other project documents prepared by the Supplier in connection with any or all of the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, specifications, calculations, computer programs, computer discs, records, notes, samples and information recorded in any tangible or computer form generated or prepared by or at the direction of Supplier shall be the exclusive property of the Village.

Supplier shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality so as to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Supplier fails to deliver a fully reproducible document. Supplier shall not publish, in any technical articles, publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village.

The provisions of this Section shall survive the expiration, conclusion and termination of this Contract.

b. Deliverables

Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Supplier pursuant to this Agreement shall be the exclusive property of the Village.

Supplier shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

11. Payment(s) & Withholdings

a. Submissions of Invoices

Supplier shall submit invoices no more than once a month by email to AP@wilmette.com. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440.

Invoices must have the Purchase Order prominently displayed on page 1 of the invoice and shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall reflect all prior amounts billed and paid to date.

Invoices shall not be deemed due and owing unless and until the following are submitted:

- i. Delivery ticket(s)
- ii. Any other documents requested/required by the Village.

b. Payment To Subcontractors

Upon receipt of payments from the Village, Supplier shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor, reflecting the percentage actually retained from payments to the Supplier on account of such subcontractor's Product or Work. Supplier shall require in any contract with subcontractors that each subcontractor make payments to their subcontractors, vendors and suppliers in similar manner.

c. Liquidating Damages

Invoices will be paid net of any damages assessed by the Village against the Supplier as outlined in this Contract.

d. Withholding

Notwithstanding the terms herein, and without prejudice to any of its other rights or remedies, the Village shall have the right to withhold from any payment that may be or become due such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to defective Product or Product that does not conform to the Contract Documents; damage for which the Supplier is liable; state or local sales, use or excise taxes that may have been paid by Supplier or any of its subcontractors; any lien or claim of third parties, subcontractors or suppliers regardless of merit; inability of the Supplier to complete the delivery of the Product; or any other failure by the Supplier to perform any of its obligations under the Contract Documents. The Village shall be entitled to retain any and all amounts so withheld until the Supplier either performs the outstanding obligation, or furnishes security in a form acceptable to the Village for such performance.

e. Final Payment To Supplier

Upon completion of the delivery of the Product and approval by the Village, and upon receipt and approval of all closeout submittals required under the Contract Documents, the Village will pay the Supplier the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Supplier shall completely repaired or replaced, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, or other Village property arising during the delivery of the Product or incidental thereto caused by Supplier, any subcontractors, material suppliers, or others performing work on behalf, or at the request, of Supplier.

The acceptance by the Supplier of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the Product or for any act or neglect on the part of the Village relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the Supplier or his sureties from any obligations under the Contract.

END OF DOCUMENT