

VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

CONTRACT DOCUMENT No. 15-M-0017

FOR:

WATER TREATMENT CHEMICALS

(LIQUID FLUOROSILICIC ACID)

WITH:

ALEXANDER CHEMICAL CORPORATION

315 Fifth Street
Peru, IL 61354
Susan Buchanan / VP, CFO
800-435-6856
bids@caruscorporation.com

DESCRIPTION: The contract is for the purchase of Water Treatment Chemicals and includes the furnishing of **Liquid Fluorosilicic Acid** as further described in the Contract Documents.

Note: This cover sheet is an integral part of the contract documents. Both it and the following documents are a part of this Contract as executed between the Village of Wilmette and Alexander Chemical Corporation. Do not detach any portion of this document. Invalidation could result.

**VILLAGE OF WILMETTE
Contract No. 15-M-0017
WATER TREATMENT CHEMICALS**

Contract No. 15-M-0017 - PRICING

We hereby agree to furnish to the Village of Wilmette the **WATER TREATMENT CHEMICALS** in accordance with provisions, instructions, and specifications of the Village of Wilmette, for the **24 month period January 1, 2016 through December 31, 2017.**

GROUP B - Liquid Fluorosilicic Acid

Bid Line	Description	Est. Annual Quantity	1 Year Unit Price	2 Year Unit Price
B	Liquid Fluorosilicic Acid - 3,000 gal load Concentration = 23% H ₂ SiF ₆	115 Tons	\$ 454.00 /ton	\$ 454.00 /ton

Product Manufacturer: **Alexander Chemical Corporation, a Carus Company**

Product Name: **Hydrofluorosilicic Acid**

Vendor affirms that the prices quoted above includes all equipment, materials, labor, field oversight and testing services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary for the strict performance of the Contract.

**VILLAGE OF WILMETTE
CONTRACT NO. 15-M-0017
WATER TREATMENT CHEMICALS**

This Contract is made this **10th day of November, 2015**, by and between the Village of Wilmette, an Illinois municipal corporation (hereinafter referred to as the "Village" and **Alexander Chemical Corporation** its officers, directors, successors, and assigns (hereinafter referred to as "Supplier")(collectively referred to as the "Parties").

In consideration of the mutual covenants and agreements of the Parties, Supplier agrees to perform and the Village agrees to pay for, the Work officially known as the **WATER TREATMENT CHEMICALS** as more fully set forth in the Contract Documents.

Section 1. Contract Documents

The Contract Documents, which are incorporated into this Contract by reference, as though fully set forth herein, include the following:

Proposal Documents for BID No. 15-M-0017, as dated 10/20/2015 (ATTACHMENT ONE)

Contract No. 15-M-0017

General Contract Conditions

Special Provisions

Detailed Specifications

Drug Free Workplace Certification

Supplier's Certification

National Security / Patriot Act Certification

Section 2. Assignment.

Supplier shall not assign this Contract or any portion thereof. The merger, consolidation, or liquidation of Supplier or any change in the ownership of or power to vote 33 and 1/3% or more of Supplier's capital stock, as held as of the date of execution of this Contract, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Contract, are owners of Supplier's capital stock, shall not constitute an assignment.

Section 3. Independent Contractor.

The relationship between the Parties is solely that of Buyer-Seller. No right of observation or review; requirement of approval; or other provision of the Contract or subsequent conduct of the Parties shall be construed to create a relationship between the parties of employer-employee, principal and agent, partners, or joint venture's.

Section 4. Governing Law.

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Contract, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of this Contract or the Contract Documents the terms thereof shall not be construed in favor of, or against, either or the Parties.

Section 5. Captions.

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of the Contract or Contract

Documents.

Section 6. Cumulative Rights.

Rights under this Contract are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

Section 7. Entire Agreement.

This Contract contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Contract may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Contract.

Section 8. Waiver.

The failure to enforce any provision of this Contract shall not be deemed a waiver or limitation of that party's rights to subsequently enforce and compel strict compliance with every other provision of the Contract.

Section 9. Survival.

The aforesaid covenants, agreements, representations, guarantees and warranties shall survive the expiration or termination of the Contract.

Section 10. Effective Date.

The Effective Date of this Contract shall be that date stated above on the first page.

IN WITNESS WHEREOF, this Contract is executed in two (2) counterparts, each one of which shall be deemed an original.

Accepted this 30th day of November, 2015

FOR: THE VILLAGE OF WILMETTE

By: Robert T. Bielinski
Robert T. Bielinski, Village President

Attest: Timothy J. Frenzer
Timothy J. Frenzer, Village Clerk

FOR: THE SUPPLIER

The undersigned hereby warrants and represents that he/she has the authority to enter into and be bound by the terms of this Contract.

Accepted and Acknowledged this 18th day of November, 2015

Supplier is a Corporation:

Alexander Chemical Corporation,
A Carus Company

(Corporation Name)



By Susan Buchanan
(Name of person authorized to sign) **Susan Buchanan**

VP, CFO

(Title)

Attest Mary Stachowicz
Assistant (Secretary) Mary Stachowicz

GENERAL CONTRACT CONDITIONS

The following Conditions are an integral part of and are incorporated by reference into **Contract No. 15-M-0017**, for **WATER TREATMENT CHEMICALS**, as though fully set forth therein.

SECTION 1. DEFINITIONS

Whenever used in the Contract Documents, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa.

A. The term "Acceptance" shall mean the express written assent by the Village that the Commodity tendered by Supplier has been received and is conforming to the Contract Documents. Any Commodity requiring inspection and/or testing prior to acceptance shall not be deemed accepted unless and until such inspection and/or testing has been completed in accordance with the Contract Documents. The Village's retention of, or failure to reject, a Commodity that is defective or later found to be defective shall not be construed as acceptance. Acceptance of part of a commercial unit, or a representative sample of a unit, shall not be construed as acceptance of any defective Commodity, or portion thereof, within that unit.

B. The term "Change Order" shall mean the document signed by Supplier and the Village which authorizes an addition, deletion, or revision in the Work or quantities to be supplied; or, an adjustment in the Contract Amount or Contract Times which is issued on or after the Effective Date of the Contract.

C. The term "Commodity" shall mean the material, product, equipment, good, or other item to be supplied pursuant to the Contract and in accordance with the Contract Documents.

D. The term "Contract" shall mean the entire integrated agreement between the Supplier and the Village concerning the Work. The Contract supersedes prior representations or agreements, whether written or oral.

E. The term "Contract Documents" shall mean those documents specifically identified in the Contract between the Village and Supplier.

F. The terms "Supplier," "Vendor," "Equipment Manufacturer," "Distributor," "Seller" and "Fabricator" whenever used in the Contract Documents shall be construed to mean the person, partnership, corporation, joint venture or other business entity (including its employees, agents or others performing work on its behalf, or at its direction) having executed Contract No. 09-M-0027 with the Village to perform that which is set forth in the Contract Documents.

G. The term "Defective" shall mean deficient, unsatisfactory, or faulty in that the Commodity or any other material, product, equipment, good, or item to be supplied in performance of the Contract Documents: 1). fails to conform either to the Contract Documents or to any applicable inspection, performance, or reference standard, test, specification or required approval; or, 2). has been damaged, through no fault of the Village prior to acceptance.

H. The term "Director of Engineering" whenever used in the Contract Documents shall be construed to mean the Director of Engineering of Wilmette or his/her appointed representative.

I. The term "Shop Drawings" shall mean the written data, including drawings, diagrams, and schedules, developed by the Supplier or any subcontractor, manufacturer, supplier, or distributor

to illustrate a particular portion of the Work.

J. The terms "Statute," "Law," "Regulation," "Code," and "Ordinance," shall be deemed to include all revisions, amendments, and supplements in effect as of the effective date of the Contract, or subsequently enacted anytime during the performance of the Contract.

K. The term "Subcontractor" means the person, partnership, corporation, joint venture or other business entity (including its employees, agents or others performing or supplying on its behalf, or at its direction) having a contract with the Supplier for the performance of any portion of the Work.

L. The term "Village" or "Owner" shall mean the Village of Wilmette, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.

M. The term "Water Plant Superintendent" whenever used in the Contract Documents shall be construed to mean the Water Plant Superintendent of the Village of Wilmette or his/her appointed representative.

N. The term "Work" means the scope, extent, quantity, or amount of the Commodity, products, materials, components, items, equipment, supplies, services, labor, or construction, whether completed, partially completed, provided, or to be provided by Supplier in satisfaction of Supplier's obligations under the Contract Documents.

SECTION 2. INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE REQUIREMENTS

1. At the time of execution of the Contract, Contractor 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**" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

2. Contractor 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 Contractor 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. Comprehensive General Liability, with the Village as an additional insured, \$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. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;

c. Workers Compensation and Employers' Liability, in amounts required by statute (the policy shall include a 'waiver of subrogation');

d. Owners and Contractor's Protective Liability, \$1,000,000 combined single limit per occurrence for bodily injury and property damage, with the Village as named insured; and,

e. Umbrella Coverage, \$2,000,000 per occurrence.

3. All insurance required herein of Contractor 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.

4. Contractor shall require all subcontractors not protected under the Contractor'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 Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

5. Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor'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 Contractor's insurance and shall not contribute with it.

SECTION 3. CONTRACT TIMES; EXTENSION

A. The Notice to Proceed shall designate the date for the commencement of the Contract Times.

B. Supplier may be granted an extension of time when delay or hindrance in completion of the Work is due to any preference, priority, or order duly issued by any governmental authority; or, unforeseeable causes beyond the control and without the fault or negligence of the Supplier, including but not limited to, acts of God, or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and freight embargoes.

1. Such hindrances may entitle the Supplier to an extension of time sufficient to account for the detention if the Supplier provides notice to the Village, in writing, of the nature of the cause of such detention within ten (10) calendar days after the detention has occurred. Any claim for extension of time for strikes or lockouts shall be supported by a statement of facts concerning the strike, including but not limited to, the dates, the trade affected, and the reason for the strike, efforts to resolve the dispute, and efforts to minimize the impact of the strike on progress of the Work. Any claim for extension of time for delays in transportation or for failures of suppliers shall be supported by a written statement of facts showing that the delays are beyond the Supplier's control, including but not limited to, the Supplier's efforts to overcome such delays.

2. NO DAMAGES FOR DELAY. Extensions of time shall be the Supplier's sole remedy for any and all delays in the progress of the Work. Supplier acknowledges that the Contract Amount includes and anticipates any and all delays whatsoever from any cause. No payment, compensation of any kind, or adjustment in the Contract Amount shall be made to the Supplier for any costs or damages caused by any delay or hindrance in the orderly progress of the Work, whether such hindrances or delays are avoidable or unavoidable.

SECTION 4. REPRESENTATIONS AND WARRANTIES

A. Supplier warrants and represents that it has, or immediately prior to delivery shall have, good

title to the Commodity and all rights necessary to transfer such rights and title to the Village free of any lien, claim, pledge, hypothecation or other encumbrance, including but not limited to all patent, copyright, trademark, service mark, and trade secret (collectively, "Intellectual Property") rights required or appropriate for its manufacture of the Commodity, sale of the Commodity to the Village, and use of the Commodity as contemplated by the Village. In the event that the Commodity, or any part thereof, violates or infringes upon the Intellectual Property rights of a third party, Supplier shall obtain for the Village all rights necessary for the Village to lawfully continue using the Commodity as contemplated; or, to the extent the Village is not reasonably and lawfully able to use as contemplated due to such infringement or violation, Supplier shall repurchase the Commodity from the Village at the full Contract Amount.

B. Supplier warrants that the Commodity 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 Commodity and all Work shall be free from faults and defects and in conformance with the Contract Documents.

C. Neither the final payment nor use by the Village shall constitute an acceptance of 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 Work and shall be liable for the correction of all damage resulting from defective Work.

D. Supplier warrants and guarantees that the Commodity, 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 period is longer.

E. 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, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from Supplier's breach of this Section.

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

SECTION 5. INSPECTIONS.

A. The Village shall have the right to inspect, or to have inspected by its representative, the Commodity and the materials, components, equipment, supplies, services, or any portion of the completed Work specified herein before acceptance. Any of said items not complying with the Contract Documents are subject to rejection. Any items rejected shall be removed from the site and replaced at the sole expense of the Supplier. Supplier will make every effort and means available to facilitate the inspection. Any Commodity determined to be defective must be rebuilt, replaced, or removed at the Supplier's sole expense. Any omission to reject or condemn any defective Commodity at the time of its construction, delivery or installation shall not be construed

to mean acceptance by the Village.

B. Supplier shall not be relieved of obligations to perform in accordance with the Contract Documents either by the actions of the Village or any consultant working on behalf of the Village during the performance of the Contract, or by any test, inspection or approval required or performed by persons other than the Supplier.

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

SECTION 6. DELIVERY; RISK OF LOSS.

A. Unless otherwise provided in the Contract Documents, the Commodity, 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 Commodity, including the costs of stacking, sorting, segregating, and otherwise placing the Commodity 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. No deliveries will be accepted on Saturday, Sunday, or holidays.

B. Supplier shall, at its own expense, package, crate, mark, and document the Commodity 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, order or contract number, quantity, shipment date, name and address of Supplier, and item description.

C. Unless expressly stated to the contrary in the Contract Documents, risk of loss for the Commodity shall not pass to the Village until the delivery of the Commodity 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 Commodity, even if the Village has agreed to pay freight, express, or other transportation charges.

D. Supplier shall repair or replace, 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 Commodity and caused by Supplier, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Supplier. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

E. 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.

SECTION 7. CONTRACT CHANGES.

A. CHANGES IN SCOPE

1. The Village reserves the right to make changes in the scope of the Contract or issue instructions requiring additional Work or direct the deletion of certain Work. Any such changes shall not invalidate the Contract or relieve the Supplier of any obligations under the Contract Documents. Changes to the Work shall be authorized in writing and executed by the Village and Supplier by means of a Change Order.

B. CHANGE ORDERS

1. Any adjustment to the Contract Amount or Contract Time shall be in writing and shall be made at the time of ordering a change. .

2. The cost or credit resulting from a change shall be determined:

a. By unit prices named in the Contract or additional unit prices subsequently agreed upon (no additional amounts for overhead and profit shall be allowed);

b. By an agreement on a lump sum proposal submitted by Supplier. Lump sum proposals shall include a detailed cost breakdown for each component of Work. In addition, there may be added an amount agreed upon, but not to exceed ten percent (10%) of the actual cost, for overhead and profit.

3. All Change Orders which authorize a net increase in the cost of the contract by less than \$20,000 require a written determination supporting the change, executed first by the Supplier then by the Village Manager. Change Orders which authorize a net increase greater than \$20,000 require a written determination supporting the change, executed first by the Supplier then by the Village Board of Trustees.

4. If a Change Order authorizes or necessitates an increase in the contract price, or the price of any subcontract there under, by 50% or more of the original contract price or subcontract price, then the portion of the contract that is covered by the Change Order must be resubmitted for bidding in the same manner for which the original contract was bid.

SECTION 8. PAYMENTS AND RETAINAGE.

A. SUBMISSION OF INVOICES

Unless otherwise provided in the Contract Documents, the due date for any invoices submitted to the Village shall be calculated from the date of acceptance of the Commodity. Invoices shall provide a detailed breakdown of the amount billed, quantities delivered, quantities accepted, and services rendered during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date.

B. PAYMENT BY THE VILLAGE.

The Village agrees to make payments to Supplier and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Pursuant to the Mechanics' Lien Act of Illinois, no payments shall be made to Supplier unless and until Supplier furnishes a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due. This statement must be made under oath or be verified by affidavit. Unless otherwise provided in the Contract Documents, the Village will retain 10% of the Supplier's progress payments until Final Completion and acceptance of all Work to insure successful performance of the Contract. The Village shall not be obligated to issue any payments nor shall any retained percentage become due until valid and legally effective releases and waivers of lien have been supplied to the Village.

C. PAYMENTS 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 work. Supplier shall require in any contract with Subcontractors that each Subcontractor make payments to their Subcontractors, vendors and suppliers in similar manner.

D. FINAL PAYMENT TO SUPPLIER

1. Unless otherwise provided by the Contract Documents, upon acceptance of the Commodity by the Village, and upon receipt and approval of all closeout submittals required under the Contract Documents and all final waiver(s) of lien, 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 has completely repaired or replaced, at no expense to the Village, any damage to Village property (real or personal) arising out of, or related to, the performance of the Contract or incidental thereto caused by Supplier, any Subcontractors, or others performing work on behalf, or at the request, of Supplier.

2. The acceptance by 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 Work 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 or the performance bond and payment bonds.

E. 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 Work or Work 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 performance of the Work; 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.

SECTION 9. SUSPENSION AND TERMINATION.

A. SUSPENSION OF WORK

The Village may, at any time, by written notice to the Supplier require the Supplier to stop all, or any part, of the Work 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 Work covered by the notice. Supplier shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Supplier and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Supplier shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

B. TERMINATION OF CONTRACT

1. The Village reserves the right to terminate the whole or any part of this Contract, without

cause, upon ten (10) calendar day's written notice to the Supplier.

2. The Village reserves the right to terminate the whole or any part of this Contract, upon ten (10) calendar day's written notice to the Supplier in the event of default by the Supplier.

a. Default is defined as the failure by Supplier to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Contract Documents; or, the failure to make sufficient progress to endanger timely completion of the Work.

b. Supplier shall also be deemed in default if the Supplier: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Supplier or for any of the Supplier's property on account of the Supplier's insolvency, and the Supplier or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; 5) assigns the Contract or abandons the Work; or, 6) otherwise violates any material term of the Contract Documents.

d. In the event of default and termination, the Village shall have the right, without further notice to Supplier, to invoke the Performance and Payment Bonds

3. Upon receipt of notice of termination, Supplier shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Supplier and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Supplier shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 10. REJECTION/REVOCAION OF ACCEPTANCE OF NON-CONFORMING COMMODITY

A. 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 Commodity 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 Commodity rejected (or whose acceptance has been revoked). At the Village's option, with respect to any Commodity 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 Commodity.

B. 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.

SECTION 11. DOCUMENT SUBMITTALS

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 in connection with the performance of the Contract 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. 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.

SECTION 12. INDEMNIFICATION

A. To the fullest extent permitted by law, Supplier shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) arising in whole or in part, relating to or resulting from the (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Contract Documents; and, d) performance under this Contract by Supplier and/or its Subcontractors. In connection with any such liabilities, the Village of Wilmette, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of its choice and Supplier shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies maintained, or required to be maintained pursuant to the Contract Documents, shall in no way limit the extent of Supplier's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Contract.

B. **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.

SECTION 13. COMPLIANCE WITH LAWS

A. Supplier shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.), Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Smoke Free Illinois Act; Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC,

Metropolitan Water Reclamation District of Greater Chicago and the Village of Wilmette.

B. Supplier shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions are fully incorporated herein by reference and are set forth below.

C. ILLINOIS FREEDOM OF INFORMATION ACT

Contractor agrees to furnish all documentation related to this Agreement 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. Contractor 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 Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor 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. Contractor 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 Contractor's request to utilize a lawful exemption to the Village.

Illinois Human Rights Act/Equal Opportunity Clause (44 Ill. Admin. Code, Part 750, Appendix A):

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Supplier'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 Supplier 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 Supplier 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 Supplier'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 Supplier in its efforts to comply with such Act and Rules, the Supplier will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

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 Supplier 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 Supplier 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 (775 ILCS 10/0.01, et seq.)

10/1. Discrimination in employment prohibited

§ 1. (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

§ 2. 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.

10/3. Includes independent contractors, etc.

§ 3. 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.

10/4. Deduction from compensation

§ 4. No contractor, 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 contractor 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.

10/5. Recovery by injured person

§ 5. 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.

10/6. Violations; punishment

§ 6. 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.

10/7. To be inscribed in contract

§ 7. 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 there from shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity; construction

§ 8. 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 there under, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

**SPECIAL PROVISIONS
FOR
WATER TREATMENT CHEMICALS**

GENERAL DESCRIPTION OF WORK

This contract for **WATER TREATMENT CHEMICALS**, includes the furnishing and delivery of liquid, ortho-polyphosphate and sodium hypochlorite in bulk liquid quantities as further described in the detailed specifications below.

CONTRACT TIME

WATER TREATMENT CHEMICALS shall be furnished and delivered to the Wilmette Water Plant for the **24 month period of January 1, 2016 through December 31, 2017**.

FAILURE TO MAKE DELIVERIES IN A TIMELY MANNER

Time is of the essence to the contract. The Wilmette Water Plant is dependent on regular delivery of water treatment chemicals to treat the Village's drinking water and protect the public health. The CONTRACTOR is responsible for delivering the specified chemicals to the water plant in a timely manner. If the CONTRACTOR is unable to meet these delivery requirements, as described further in these documents, the Village may elect to terminate this contract and purchase the chemicals from another source.

DETAILED SPECIFICATIONS

**FOR:
WATER TREATMENT CHEMICALS**

GENERAL PRODUCT REQUIREMENTS

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

CHEMICAL DELIVERY

1. 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.
2. Deliveries shall be made with a minimum of three days' notice by the Village.
3. 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:

a. Alum	235 tons (dry)	86,500 gallons
b. Proprietary Coagulant	200 ton	60,000 gallons
c. Sodium Hypochlorite (15%)	45 tons	70,000 gallons
d. Fluoride	115 tons	22,000 gallons
e. Ortho-polyphosphate	26 tons	4,600 gallons

4. 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.
5. 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.
6. Delivery trucks shall have a compressor to aid in delivery of product.
7. 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.

OTHER REQUIREMENTS

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

FLUOROSILICIC ACID (FLUORIDE) -- H₂SiF₆

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.

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.

PRICE:

Price should be stated for Fluorosilicic Acid with a minimum concentration of H₂SiF₆ of 23% by weight and the price so stated shall constitute the base price.

Bid Line B: Fluorosilicic Acid (23% by weight, \$ per ton, based on weight tickets)

PAYMENT:

Certified weight tickets shall be furnished with all invoices rendered for delivery of Fluorosilicic Acid in bulk. When the concentration of H₂SiF₆ exceeds the minimum 23% by weight, then base bid price shall be adjusted by the following formula:

$$(\% \text{ Conc. of H}_2\text{SiF}_6 / 23\%) \times (\text{Base Bid Unit Price}) = \text{Adjusted Unit Price for Invoice}$$

$$(\text{Weight in lbs.}) \times (1/2000) \times (\text{Adjusted Unit Price}) = \text{Invoice Amount}$$

Sample calculation, assuming 24% H₂SiF₆ concentration, 30,000 lbs. is shipped; contract price is \$130 per ton:

$$(24\% / 23\%) \quad \times \$130 \text{ per ton} \quad = \$135.60 \text{ per ton (adjusted unit price)}$$

$$(30,000) \times (1/2000) \quad \times \$135.60 \text{ per ton} \quad = \$2,034.00$$

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 H₂SiF₆, specific gravity and percentage of free acid other than H₂SiF₆. 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.

PRE-QUALIFIED VENDORS / PRODUCTS

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

SUPPLIER'S DRUG-FREE WORKPLACE CERTIFICATION

Alexander Chemical Corporation, A Carus CO. (Supplier) hereby certifies that it will comply with all requirements of the Drug Free Workplace Act, 30 ILCS 580/1 et.seq., to 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 Contractor'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 Contractor's policy of maintaining drug free workplace;
 - c. any available drug counseling, rehabilitation, 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 in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

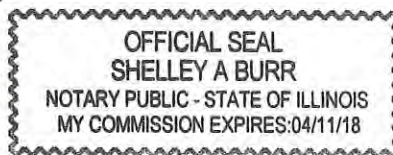
Signed: *Susan Buchanan*
Susan Buchanan

Title/Position: **VP, CFO**

Subscribed and sworn to before me
this 18th day of November, 2015

Notary Public

Shelley A Burr



SUPPLIER'S CERTIFICATION

Officer

I, Susan Buchanan an authorized agent of Supplier being duly sworn and upon oath certify that:

1) Alexander Chemical Corporation, A Carus Co. (Name of Supplier) has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).;

2) Alexander Chemical Corporation, A Carus Co. (Name of Supplier) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

A. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or

B. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3) Alexander Chemical Corporation, A Carus Co. (Name of Supplier) 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.

Dated this 18th day of November, 2015

By: Susan Buchanan
Susan Buchanan
VP, CFO
Title/Position

Subscribed and sworn to before me this 18th day of November, 2015

Shelley A Burr
Notary Public



**SUPPLIER'S CERTIFICATION
NATIONAL SECURITY/USA PATRIOT ACT**

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, Supplier represents and warrants to the Village of Wilmette that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Supplier further represents and warrants to the Village of Wilmette that Supplier and its 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. Supplier hereby agrees 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, representatives, 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 representations and warranties.

Supplier further represents and warrants it is 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 Supplier is 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. Supplier hereby agrees 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, representatives, 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 warranty.

By: 
Signature of Authorized Agent of Supplier

Susan Buchanan, VP CFO

(Print Name)

Date: November 18, 2015

ATTACHMENT ONE: Alexander Chemical Corp. BID document, as dated 10/20/2015

BID No. 15-M-0017



Bid Original
Alexander Chemical

VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

BID DOCUMENT No. 15-M-0017

FOR:

WATER TREATMENT CHEMICALS
(Aluminum Sulfate, Proprietary Coagulant Products, Fluorosilicic Acid,
Ortho-polyphosphate and Sodium Hypochlorite)

Bid Opening Date:	October 22, 2015
Bid Opening Time:	11:00 AM
Bid Opening Location:	Wilmette Village Hall
Bid Opening Room Number:	Village Hall Conference Room
Bid Security:	Not Required

DESCRIPTION: The proposed work is officially known as Water Treatment Chemicals and includes the furnishing of liquid aluminum sulfate, proprietary coagulant products, fluorosilicic acid, ortho-polyphosphate and sodium hypochlorite as further described in the BID Documents.

Submit Bids To:
Stephen Lazarus
Procurement Specialist
Village of Wilmette
1200 Wilmette Avenue
Wilmette, Illinois 60091

Note: This cover sheet is an integral part of the BID documents. Both it and the following documents will be made part of any Contract executed between the Village of Wilmette and an approved Bidder. Do not detach any portion of this document. Invalidation could result.

BID No. 15-M-0017

INSTRUCTIONS TO BIDDERS ON COMPLETING FORMS

WATER TREATMENT CHEMICALS

The following Bid Forms must be filled out completely, executed by an authorized agent, notarized and sealed, if applicable:

Bid Proposal Form

Bidder's Certification Form

Performance Reference Form

NOTE: The requirements below should be carefully reviewed and considered for any bid submission. Individual requirements located therein may impact the estimated cost of the bid proposal.

The *successful* Bidder is not required to execute the Contract and Certification Forms. These documents need not be completed at the time of bid submission.

Contract No. 15-M-0017

General Contract Conditions

Special Provisions

Detailed Specifications

Drug Free Workplace Certification

Supplier's Certification

Certification-Nat'l Security/USA Patriot Act

BID PROPOSAL FORM
BID No. 15-M-0017

This Proposal for Work known as **WATER TREATMENT CHEMICALS** is submitted to the Village of Wilmette by Alexander Chemical Corp. (herein referred to as "Bidder") a/an [check box below] a Carus Company

- Individual.
- Partnership.
- Corporation organized and existing under the laws of the State of Illinois
- Joint Venture.

Bidder hereby proposes and agrees to supply the **WATER TREATMENT CHEMICALS** to the Village of Wilmette in accordance with the terms, conditions, standards, requirements and specifications set forth in the Contract Documents, for the unit prices as follows:

I/We hereby agree to furnish to the Village of Wilmette the **WATER TREATMENT CHEMICALS** in accordance with provisions, instructions, and specifications of the Village of Wilmette, for the 24 month period **January 1, 2016 through December 31, 2017**. If the Village elects to award a 12 month contract instead, the contract will terminate on December 31, 2016. The unit prices for the contract will be as follows:

GROUP A - Liquid Coagulant

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

Product Manufacturer: N/A

Product Name: _____

BID No. 15-M-0017

GROUP B - Liquid Fluorosilicic Acid

Bid Line	Description	Est. Annual Quantity	1 Year Unit Price	2 Year Unit Price
B	Liquid Fluorosilicic Acid - 3,000 gal load Concentration = 23% H ₂ SiF ₆	115 Tons	\$ <u>454.00</u> /ton	\$ <u>454.00</u> /ton

Product Manufacturer: Alexander Chemical Corporation, A Carus Company

Product Name: Hydrofluosilicic Acid

GROUP C - Liquid Blended Ortho-Polyphosphate

Bid Line	Description	Est. Annual Quantity	1 Year Unit Price	2 Year Unit Price
C	Liquid Ortho-polyphosphate -- 4,000 gallon load Concentration = _____% PO ₄	26 Tons	\$ <u>NO BID</u> /gal	\$ <u>NO BID</u> /gal

Product Manufacturer: N/A

Product Name: _____

GROUP D - Liquid Sodium Hypochlorite

Bid Line	Description	Est. Annual Quantity	1 Year Unit Price	2 Year Unit Price
D	Liquid Sodium Hypochlorite- 4,000 gallon load Concentration = 15 % NaOCl	70,000 gal	\$ <u>0.647</u> /gal	\$ <u>NO BID</u> /gal

Product Manufacturer: Alexander Chemical Corporation, A Carus Company

Product Name: Sodium Hypochlorite

EXCEPTIONS TAKEN: NO YES (If yes, please attach a list of the exceptions)

Bidder affirms that the bid prices quoted above includes all equipment, materials, labor, field oversight and testing services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary for the strict performance of the Contract.

IN SUBMITTING THE ABOVE-QUOTED BID PRICE, BIDDER AFFIRMS THAT IT:

1. has carefully examined, and is conversant with, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents, including Addenda Nos. NONE (if none, write "NONE") and accepts the terms and conditions therein; and understands that no claim for additional compensation will be considered or paid because of its negligence or failure to be so informed;
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, and has become familiar with, the general, local and site conditions that may affect cost, progress, performance and the furnishing of the Work;
4. has duly considered all conditions and requirements which may affect cost, progress, performance and furnishing of the Work or any aspect of the means, methods, techniques, sequences and procedures to be employed by Bidder and safety precautions and programs incident thereto;
5. has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents, if any, and the written resolution thereof by the Village is acceptable to Bidder, and the Contract Documents are 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; and,

FURTHER, IN SUBMITTING THIS BID PROPOSAL BIDDER CERTIFIES THAT:

1. the prices in this bid proposal 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;
2. 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;
3. this bid proposal has not been 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,
4. 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.

BID No. 15-M-0017

BIDDER'S CERTIFICATION FORM

Alexander Chemical Corporation,
A Carus Company

(Name of Bidder), having submitted a bid on Contract No. 15-M-0017 for the WATER TREATMENT CHEMICALS to the Village of Wilmette, hereby certifies that said Bidder is not barred from bidding on public contracts and is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: Susan Buchanan
(Signature)

Susan Buchanan, VP, CFO
(Print Name)
Authorized Agent of Bidder

Subscribed and sworn before me
this 20th day of October, 2015



Notary Public: Shelley A. Burr



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/25/2015

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Alexander Chemical Corp 1901 Butterfield Rd., Ste 120 Downers Grove IL 60515 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
	INSURER B:	Commerce & Industry Ins Co	19410
	INSURER C:	New Hampshire Ins Co	23841
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570058424227** **REVISION NUMBER:**

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

INSR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL4406544	07/01/2015	07/01/2016	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 350-63-48	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Comp & Coll Ded	\$1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE24238268	07/01/2015	07/01/2016	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC015883699 (AOS) WC015883700 (CA)	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					07/01/2015	07/01/2016	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570058424227

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Auto Liability policy includes Form CA9948 (Pollution Liability - Broadened Coverage for Covered Autos).

CERTIFICATE HOLDER**CANCELLATION**

village of Wilmette Attn: Stephen Lazarus 1200 Wilmette Avenue Wilmette IL 60091 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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