RESOLUTION 2018-136  
PASSED: OCTOBER 8, 2018

AUTHORIZING A WAIVER OF COMPETITIVE BIDDING AND APPROVAL OF A PURCHASE AGREEMENT WITH CARUS CORPORATION FOR THE PURCHASE OF ORTHO/POLY BLENDED PHOSPHATE FOR TREATMENT OF THE CITY’S PUBLIC WATER SUPPLY FOR A PERIOD OF ONE YEAR FROM JANUARY 1, 2019, THROUGH DECEMBER 31, 2019.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb, Illinois, be authorized and directed to enter into a Purchase Agreement with Carus Corporation, substantially in the form attached hereto, subject to such changes as shall be acceptable to him with recommendation of the City Manager, for the purchase of Ortho/Poly Blended Phosphate for the treatment of the City’s Public Water Supply, at a cost of $0.41 per pound, for the period of January 1, 2019, through December 31, 2019. Upon mutual consent, the contract may be extended for one additional one-year term. A one-time economic adjustment shall be allowed for each one-year extension not to exceed the published Chicago Area Consumer Price Index (CPI) for the previous 12-month period.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 8th day of October, 2018, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:

LYNN A. FAZEKAS, City Clerk

JERRY SMITH, Mayor
Exhibit A

Date: September 28, 2018

To: Carus Corporation
    315 Fifth St.
    Peru, IL 61354

From: City of DeKalb
    200 S. Fourth Street
    DeKalb, IL 60115

Subject: One-Year Ortho/Poly Blended Phosphate Purchase Agreement Extension for the Period of January 1, 2019 to December 31, 2019.

The City of DeKalb and Carus Corporation have mutually agreed to extend the current Ortho/Poly Blended Phosphate purchase agreement for the period of January 1, 2019 to December 31, 2019. All the same terms and conditions as agreed upon in the original contract and fully executed on December 12, 2016 shall apply with the exception that the purchase price per pound shall increase from $0.374 per pound to $0.41 per pound. The original agreement is attached and listed as Exhibit A. By signing below, both parties acknowledge receipt of Exhibit A and agree to abide by all the same terms and conditions of the original agreement for the period of January 1, 2019 to December 31, 2019 except for the price increase as stated above.

City of DeKalb

JERRY SMITH, Mayor

LYNN FAZIKAS, City Clerk

Carus Corporation

Signature of Representative

Barbie Smith - Bid Channel Manager

Print Name and Title
RESOLUTION 2016-134 PASSED: DECEMBER 12, 2016

REJECTING THE LOWEST BID BY VIKING CHEMICAL COMPANY AND AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO A PURCHASE AGREEMENT WITH THE NEXT LOWEST RESPONSIVE BIDDER, CARUS CORPORATION, FOR THE PURCHASE OF ORTHO/POLY BLEND PHOSPHATE FOR A PERIOD OF TWO YEARS FROM JANUARY 1, 2017, THROUGH DECEMBER 31, 2018, FOR THE PURPOSE OF TREATING THE DRINKING WATER OF THE CITY OF DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb is a home rule municipality with the power and authority conferred upon it by virtue of the Illinois Municipal Code and the Constitution of the State of Illinois; and,

WHEREAS, the City has solicited bids for the supply of Ortho-Poly Blended Phosphate for use within the City's water treatment system; and,

WHEREAS, the City's previous supplier of said chemical was Viking Chemical Company, and during the time that Viking had been providing the chemical to the City, the City had received shipments of the chemical that were deficient and faulty, inclusive of a shipment that had to be rejected and returned to the vendor; and,

WHEREAS, the steady supply of the chemical in good form is required for the safe and proper operation of the City's potable water supply system; the provision of poor-condition chemicals or the interruption of delivery of chemicals posed by the return of chemicals failing to meet minimum quality standards jeopardizes the City's ability to continue proper treatment of the potable water system; and,

WHEREAS, the City has received a bid from Viking Chemical Company which represents the least expensive bid received on a per-pound basis, but the City Council expressly finds that Viking Chemical Company is not a responsible bidder based upon the City's actual experience with said company and their delivery of the chemical specified in the bid, and thus determines that the lowest responsible bidder is Carus Corporation; and,

WHEREAS, the City Council makes these findings and incorporates them within this Resolution in support of its determination to award this bid to the lowest responsible bidder, Carus Corporation;
BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb, Illinois, be authorized to reject the low bid by Viking Chemical Company and directed to enter into a Purchase Agreement with the next lowest responsive bidder, Carus Corporation, for supply and delivery of Ortho/Poly Blended Phosphate at a cost of $0.374 per pound for the period of January 1, 2017 through December 31, 2018. Upon mutual agreement, the contract may be extended for two additional one-year terms. A one-time economic adjustment shall be allowed for each one year extension not to exceed the published Chicago Area Consumer Price Index (CPI) for the previous 12 month period.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 12th day of December, 2016, and approved by me as Mayor on the same day. Passed by an Omnibus roll call vote of 7-1 under the Consent Agenda. Aye: Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey. Nay: Jacobson.

ATTEST

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
Exhibit D: Form of Agreement

Ortho/Poly Blended Phosphate

Independent Contractor
Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "Carus" hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit F

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term:

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A and B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum merit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form.

D. Changes in Rates of Compensation (and Prevailing Wages):

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If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. To the extent applicable, the contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq.

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time so do, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City’s relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit F, and for the means and methods of completing such work. The City’s compensation to Contractor shall be limited to that described in Exhibits A and B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City’s equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its’ own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work.
Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

**Sexual Harassment:** The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

**Tax Delinquency:** The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

**Employment Status:** The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

**Anti-Bribery:** The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

**Loan Default:** If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

**Prevailing Wage:** The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 et. seq., and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.
Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Contractor shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Contractor's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either is in compliance or will begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the Contractor and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the City may require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ____ United States Citizen or Corporation ____ Resident Alien ____ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is: _____________ and is doing business as a (check one): ____ Individual ____ Real Estate Agent ____ Sole Proprietorship ____
Government Entity - Partnership - Tax Exempt Organization (IRC 501(a) only) - Corporation - Not for Profit Corporation - Trust or Estate - Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et seq.

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the Contractor or any subcontractor.

OSHA Standards: The Contractor certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

CERCLA Indemnification: The Contractor certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, and City Indemnities from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys’ fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, et seq., as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor both before and after its disposal.

Buy America: The Contractor certifies that, if required, it shall comply with 49 USC 5323(j), the Federal Transportation Administration’s (FTA) Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement), and to submit to the City an executed Buy America Certificate in a form acceptable to the City.

Collusion: The Contractor certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.
I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorneys' fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor's performance of services on behalf of the City.

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit E. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

The prices included on this Agreement include all royalties and costs arising in the Work. Any items or services provided shall be provided to the City subject to the Contractor's legal right to provide the same. The Contractor shall indemnify and hold harmless the City and City Indemnities from any and all claims for infringement by reason of the use of any such patent design, device, materials or process, to be performed or used under the Agreement, and shall indemnify and hold
harmless the City for any costs, expenses, attorneys' fees and damages which it may be obligated to pay, by reason of any infringement at any time during the prosecution or after completion of the Work.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Contract Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms.

L. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City: For the Contractor:

City Manager
City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

Susan Buchanan
315 Fifth St.
Peru, IL 61354

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports:

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without
additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

0. Document Correction / Supplements:

Contractor agrees and acknowledges that the terms of the Contract Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the City to the contrary. No act by the City (other than a written amendment to these Contract Documents), including but not limited to payment of Contractor’s invoices, shall waive the City’s ability to later insist on strict compliance with the terms of these Contract Documents. Contractor agrees and acknowledges that it shall execute corrected documents upon request by the City if any error or discrepancy is identified by the City, and shall provide certificates of insurance or other security required hereunder at any time, upon request of the City, notwithstanding the City’s failure to previously demand the same.

Agreed to this 12th day of December 2016

City of DeKalb

City Mayor/Manager

Contractor

Carus Corporation

SUSAN BUCHANAN

VP, CFO

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**Exhibit E: Insurance Requirements:**

1. **All Contractors and All Contracts.**

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers’ compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

2. **Certificates and General Conditions:**

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional primary insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City’s insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this Agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the “City” shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

3. **Comprehensive General Liability Coverage Requirements.**

Unless this Section 3 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per person / Two Million Dollars ($2,000,000.00) per occurrence. This insurance shall include independent contractors’ protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability coverage shall be maintained for at least two years after final payment. The coverage shall also include contractual liability insurance coverage for the Contractor’s obligations to indemnify and hold harmless the City and the City Indemnitees.

4. **Automobile Insurance Coverage:**

Unless this Section 4 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per person / Two Million Dollars ($2,000,000.00) per occurrence. This policy shall include coverage for all owned, hired and non-owned automobiles used in furtherance of this Agreement.

5. **Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:**

Unless one or more subsections of this Section 5 of Exhibit E is clearly marked out as being in applicable:

   - **A. Professional Liability / Malpractice:** Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with
policy limits of not less than One Million Dollars ($1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

B. Errors & Omissions Insurance Coverage: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

6. Indemnification.

The policy limits, availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.

7. Additional Insurance Requirements.

Contractor shall also be required to provide the following insurance:

EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.
Exhibit F: Bid Scope

Ortho/Poly Blended Phosphate

Scope: Provide for the purchase and delivery of a total of approximately 65,000 pounds of Ortho/Poly blended phosphate in fifty five (55) gallon drums annually for a contract period of two (2) years with two optional yearly extensions. Deliveries will be made to the City of DeKalb – Water Division located at 1216 Market St., DeKalb IL. The City of DeKalb’s IEPA Permit for blended phosphate is for the purpose of corrosion control and sequestration of iron. The quantity shown is an estimated amount only and is not to be construed as a firm quantity. The City reserves the right to increase or decrease any quantities during the term of the contract without penalty or additional costs. All bids must be on a per pound basis and inclusive of all costs associated with the purchase and delivery of Ortho/Poly blended phosphate including any delivery charges, fuel surcharges and any other charges that may affect the contract price as specified in the original bid document.

Deliveries will be made on an as-needed basis as determined by the City of DeKalb – Water Division located at 1216 Market St. and will be placed by phone to a customer service representative provided by the contractor and whose availability at a minimum is Monday through Friday between the hours of 9:00 a.m. and 3:00 p.m. Delivery of the product must occur within ten (10) business days of placement of the order, between the hours of 7:00 a.m. – 11:45 a.m. and 1:00 p.m. – 3:00 p.m., Monday through Friday. No deliveries will be made on Saturdays, Sundays, or holidays unless otherwise directed by the Assistant Director of Public Works - Water Division.

ORTHOPOLY BLENDED PHOSPHATE SPECIFICATIONS

Quantity: Shipments of Ortho/Poly blended phosphate will typically be truckload lots of fifteen (15), fifty five (55) gallon drums of Ortho/Poly blended phosphate. Quantities will be delivered to a lift platform at the City of DeKalb – Water Division located at 1216 Market St. Water Division personnel will be responsible for dispersing the shipment to the City’s five (5) water treatment plants. The City of DeKalb – Water Division reserves the right to increase or decrease shipment quantities at their discretion. The City of DeKalb – Water Division has the ability to unload drums onto a platform lift. In the event that the platform lift is inoperable, the City reserves the right to require the provider to make deliveries using a truck capable of unloading fifty five gallon drums.

Quality: The Ortho/Poly blended phosphate is used to treat the City of DeKalb’s public water supply and must conform to ANSI/NSF Standard 60. The phosphate blended product currently in use by City of DeKalb is Aquadene SK7641. This product has been used with success for an extended period of time by the City of DeKalb. Competitive alternate product bids should have similar specifications to this product. The specifications for Aquadene SK7641 are as follows:

11.34 lbs./gallon
Specific Gravity = 1.36
Total Phosphate = 32%
Orthophosphate = 12%
Polyphosphate = 20%
60 poly/40 ortho ratio blended phosphate

Deviations to the above specifications must be identified in detail.

Containers: The containers shall be fifty five (55) gallon drums and meet the requirements of heavy handling and service.

Any shipment may be examined by the City or tested to insure product is of suitable grade prior to acceptance. If the shipment is unacceptable, the Contractor must remove the shipment from the institution and replace the shipment within twenty-four (24) hours at no additional cost to the City.
# Exhibit G: Project Checklist

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attended Pre-Bid Meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timely Submitted Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Sealed and Properly Labeled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Pages Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Bond Required?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Bond Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Bid Opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Bid Award</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selected Bidder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Bidder Notification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selected Bidder Acknowledged Bid Award (Date: ...)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractors identified and authorized</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contract Signature:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder Provided Signed Contract within 5 days</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pre-Performance Items:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Security Required?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Security Provided (prior to start of work)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificates of Insurance Provided (prior to start of work)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-Performance/Pre-Delivery Meeting Conducted</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pre-Payment Items:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lien Waivers Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prevailing Wage Records Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Punch list Approval Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty, Retention or Maintenance Bond Required?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty, Retention or Maintenance Bond Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty, Retention or Maintenance Bond Period Close Reminder Docketed?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Warranty/Retention/Maintenance Bond Instructions:**

---

3. It is recommended to docket a reminder for this deadline at least 60 days prior to the deadline.
Exhibit H: Subcontractor Listing

Any subcontractors that are proposed to be utilized in the performance of this Agreement, either as subcontractors or materialmen, shall be expressly identified below. Attach additional pages if necessary.

#1:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:

#2:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:
**Exhibit I: City Punch list and Acceptance Notice**

Prior to final payment for project, this document shall be completed to identify: 1) any punchlist or corrective items identified that must be completed prior to final payment; and, 2) completion of all such items and approval, by the City Representative, of this project for final payment.

**Punchlist items for correction:**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Date Corrected and Approved by City Representative</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Date of Punchlist Item Completion and Project Completion:**
(Note: the following day shall serve as the first day of the warranty period for this project).

**City Representative Certification:**

I, __________________ (City Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to my satisfaction, and that this project is otherwise ready for final payout.

Signature __________________ Date ______________

**Contractor Certification:**

I, __________________ (Contractor's Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to the City's satisfaction, and that this project is otherwise ready for final payout.

Signature __________________ Date ______________
Bid Addendum:

Name of Product: Ortho/Poly Blended Phosphate

General Description of Project: Purchase and delivery of fifty five (55) gallon drums (approximately 650 pounds/drum) of Ortho/Poly blended phosphate to the City of DeKalb – Water Division located at 1216 Market St., DeKalb, IL. Ortho/Poly blended phosphate is used at the City of DeKalb – Water Division’s five (5) potable water treatment plants to treat drinking water for corrosion control and for iron sequestration. The City expects to use a total of approximately 65,000 pounds of ortho/poly blended phosphate annually during the term of this contract.

Website Link: http://www.cityofdekalb.com

Date of Addendum: ____________________________

Description
CARUS CORPORATION REFERENCES

City of Evanston
555 Lincoln Street
Evanston, IL 60201
Contact: Dave Stonebeck
Phone: 847-448-8223

City of Battle Creek
250 Bridgden Drive
Battle Creek, MI 49014
Contact: Brian Cowham
Phone: 269-966-3494

Sioux City
1101 Triview Avenue
Sioux City, IA 51103
Contact: Rick Mauch
Phone: 712-224-5010

City of Minneapolis
350 South 5th Street
Minneapolis, MN 55415
Contact: Cheryl Groettum
Phone: 612-673-2197

City of Wichita
455 North Main
Wichita, KS 67202
Contact: Tarryl Pajor
Phone: 316-268-4654
CERTIFICATE OF LIABILITY INSURANCE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions 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 60602 USA

INSURED
Carus Corporation
315 Fifth Street
P.O. Box 599
Peru IL 61354-2859 USA

INaurER A: National Union Fire Ins Co of Pittsburgh
INaurER B: Commerce & Industry Ins Co
INaurER C: New Hampshire Ins Co
INaurER D: Everest Indemnity Insurance Company

COVERAGES

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>AMOUNT</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>$2,000,000</td>
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<tr>
<td>AUTO LIABILITY</td>
<td>$2,000,000</td>
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<tr>
<td>UMBRELLA LIABILITY</td>
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<td></td>
</tr>
<tr>
<td>EMPLOYERS' LIABILITY</td>
<td>$1,000,000</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: This certificate is intended to provide a summary of the insurance coverage. For complete details, please refer to the original insurance policies.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Risk Schedule, may be attached if more space is required)

For evidence of Insurance Purposes Only

The Auto Liability policy includes Form CA948 (Pollution Liability - Broadened Coverage for Covered Autos)

CERTIFICATE HOLDER
Carus Corporation
315 Fifth Street
P.O. Box 599
Peru IL 61354-2859 USA

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central Inc.

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CARUS™ 8400 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 8400**

- **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**

<table>
<thead>
<tr>
<th>Description</th>
<th>Clear homogenous liquid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freezing Point</td>
<td>Do not Freeze</td>
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<tr>
<td>Specific Gravity</td>
<td>1.31-1.37</td>
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<tr>
<td>pH (1% w/w)</td>
<td>6.3 ± 0.5</td>
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<tr>
<td>NSF Maximum Feed Rate</td>
<td>23 mg/L</td>
</tr>
<tr>
<td>NSF/ANSI Standard</td>
<td>60</td>
</tr>
<tr>
<td>Kosher Approved</td>
<td></td>
</tr>
</tbody>
</table>

**HANDLING AND STORAGE**

CARUS 8400 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 information.

**SHIPPING**

CARUS 8400 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 8400 water treatment chemical can be stored in high-density polyethylene, corrugated polyethylene, fiberglass reinforced plastic, 316 stainless steel, and glass lined/epoxy lined steel tanks. Piping materials may include schedule 80 PVC/PVC 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.
Municipal Drinking Water

CARUS™ 8400 WATER TREATMENT CHEMICAL
DATA SHEET

SHIPPING CONTAINERS
5-gallon (56-lb) Jerrican
Made of high density polyethylene (HDPE). Weighs 3.0 lb (1.36 kg).
The net weight is 56 lb (25.85 kg).

15-gallon (168-lb) Drum
Made of high density polyethylene (HDPE). Weighs 6.5 lb (3.0 kg).
The net weight is 168 lb (77.6 kg).

30-gallon (336-lb) Drum
Made of high density polyethylene (HDPE). Weighs 14 lb (6.35 kg).
The net weight is 336 lb (155 kg).

55-gallon (616-lb) Drum
Made of high density polyethylene (HDPE). Weighs 21 lb (9.5 kg).
The net weight is 616 lb (284 kg).

SHIPPING CONTAINERS CONT.
Bulic Quantities up to 4150 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.
SAFETY DATA SHEET

1. Identification
Product identifier CARUS™ 8400 Water Treatment Chemical
Other means of identification -
SDS number -
Recommended use CARUS™ 8400 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) 424-9500
CHEMTREC®, Mexico (Toll-Free - must be dialed from within country): 01-800-681-6531
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
Indication of immediate medical attention and special treatment needed
General information

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 hazard
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™ 8400 Water Treatment Chemical
919155 Version #: 01 Revision date: - Issue date: 24-July-2014

SDS US
2 / 6
<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
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<tr>
<td>Color</td>
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<tr>
<td>Odor threshold</td>
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<tr>
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<tr>
<td>Initial boiling point and boiling range</td>
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<tr>
<td>Flash point</td>
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<tr>
<td>Evaporation rate</td>
<td>Not available.</td>
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<td>Flammability (solid, gas)</td>
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<tr>
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<tr>
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<td>Completely soluble.</td>
</tr>
<tr>
<td>Partition coefficient</td>
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</tr>
<tr>
<td>(n-octanol/water)</td>
<td>Not available.</td>
</tr>
<tr>
<td>Auto-ignition temperature</td>
<td>Not available.</td>
</tr>
<tr>
<td>Decomposition temperature</td>
<td>Not available.</td>
</tr>
<tr>
<td>Viscosity</td>
<td>Not available.</td>
</tr>
</tbody>
</table>

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.


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.
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 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.
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(f) 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
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.
NSF Product and Service Listings

These NSF Official Listings are current as of Thursday, October 20, 2016 at 12:15 a.m. Eastern Time. Please contact NSF International 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=8400

NSF/ANSI 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™ 8400

Product Function
Corrosion & Scale Control
Sequestering

Max Use
23mg/L

[FO] 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™ 8400

Product Function
Corrosion & Scale Control
Sequestering

Max Use
23mg/L

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Carus&TradeNa... 10/20/2016
Facility: #4 USA

Blended Phosphates
Trade Designation
CARUS™ 8400

Product Function
Corrosion & Scale Control

Max Use
23mg/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.

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

Facility: #1 LW USA

Polycrylamide[PC]
Trade Designation
PWS-8400EVW

Product Function
Coagulation & Flocculation

Max Use
3.5mg/L

[PC] Polycrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: #5 LW USA

Polycrylamide[PC]
Trade Designation
PWS-8400EVW

Product Function
Coagulation & Flocculation

Max Use
3.5mg/L

[PC] Polycrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Carus&TradeNa... 10/20/2016
**Facility:** # 6 LW USA

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<thead>
<tr>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
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</thead>
<tbody>
<tr>
<td>PWS-8400EVW</td>
<td>Coagulation &amp; Flocculation</td>
<td>3.5mg/L</td>
</tr>
</tbody>
</table>

[PC] Polyscrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

---

Number of matching Manufacturers is 2
Number of matching Products is 6
Processing time was 0 seconds
# Certificate of Liability Insurance

**Issuer:** Carus Corporation  
**Address:** PO Box 599  
**315 Fifth Street  
**Peru, IL 61354-2859 USA**

## Coverages

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Description</th>
<th>Limits</th>
<th>Policy Number</th>
<th>Exclusions</th>
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<tbody>
<tr>
<td><strong>A</strong> X</td>
<td>Commercial General Liability</td>
<td></td>
<td>GL4611044</td>
<td>Each Occurrence $2,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Damage to Rented Premises (Ex Occurrence) $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Medical Expenses (Any one person) $10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Personal and ADL Injury $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>General Aggregate $4,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Products - Commodity $4,000,000</td>
</tr>
<tr>
<td><strong>B</strong> X</td>
<td>Automobile Liability</td>
<td></td>
<td>CA 774-22-78</td>
<td>Combined Single Limit (Per Accident) $2,000,000</td>
</tr>
<tr>
<td></td>
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<td>Bodily Injury (Person) Included</td>
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<td></td>
<td></td>
<td></td>
<td>Property Damage (Accident) Included</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Cost of Hire Included</td>
</tr>
<tr>
<td><strong>C</strong> X</td>
<td>Umbrella Liability</td>
<td></td>
<td>XCECU00003181</td>
<td>Each Occurrence $5,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Aggregate $5,000,000</td>
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<td><strong>B</strong> X</td>
<td>Workers' Compensation and Employers' Liability</td>
<td></td>
<td>wco21390635</td>
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<tr>
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<td></td>
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</tr>
</tbody>
</table>

## Description of Operations / Locations / Vehicles

ACORD 101, Additional Remarks Schedule, may be attached if more space is required.

## Certificate Holder

Carus Corporation  
PO Box 599  
315 Fifth Street  
Peru, IL 61354-2859 USA

## Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
December 1, 2017

Dear Valued Customer,

Rapidly changing market conditions continues to increase the demand and overall cost to serve for our Food, Health, Nutrition and Industrial Specialties end markets. Effective January 1, 2018, or as contract terms permit, Innophos will increase off-list prices of its phosphate product portfolio by 8%, or as needed to obtain an acceptable return. This increase will apply to all orders shipped on or after January 1, 2018.

Innophos remains steadfast in its approach to service our customers with high quality and innovative solutions for the long term. Innophos values your business and we remain committed to be your supplier of choice, serving both your current and future needs while always operating in accordance with our core values of Integrity, Quality, Safety, Respect and Ethics.

If you have any questions, please do not hesitate to contact your Innophos Sales Executive.

We thank you for your business and for allowing us to provide you with your phosphate application requirements.

Regards,

[Signature]

Marco M. Coen
Vice President, Commercial
Innophos
April 30, 2018

Dear Valued Customer,

Market conditions for key inputs and costs to serve continue to escalate rapidly for all phosphate ingredients and phosphoric acid for the Food, Health, Nutrition and Industrial Specialties end markets. In addition to the January 1st, 2018 already announced increase, Innophos must increase off-list prices effective June 1, 2018, or as contract terms permit, as follows or as needed to obtain an acceptable return:

- Phosphate salts (All markets): 9% increase
- Phosphoric Acid & PPA (all grades): 9% increase
- Ammonium Phosphates (all markets): 16% increase

This increase will apply to all orders shipped on or after June 1, 2018.

Despite our taking internal measures to contain cost where possible, the speed and magnitude of these changes within the global operating environment has prompted us to institute this increase to cover the following:

- continued escalation in raw material dynamics
- higher inbound and outbound logistics and freight expenses and administration
- higher packaging and pallet costs
- higher energy costs

Innophos values your business and we remain committed to be your supplier of choice, serving both your current and future needs while always operating in accordance with our core values of Integrity, Quality, Safety, Respect and Ethics.

If you have any questions, please do not hesitate to contact your Innophos Sales Executive.

We thank you for your business and for allowing us to provide you with your phosphate application requirements.

Regards,

[Signature]

Marco M. Coen
Vice President, Commercial
August 1, 2018

Dear Valued Customer,

Innophos is increasing off-list prices of all grades of phosphoric acid by $.06/lb effective September 1st 2018 for the Food, Health, Nutrition and Industrial Specialties end markets. Innophos must increase prices to cover rising costs for phosphoric acid to ensure quality, reliability, and sustainability of supply. We will continue to evaluate all phosphate salt pricing to ensure appropriate value is captured to provide high quality solutions and services to our important end markets.

This increase will apply to all orders shipped on or after September 1, 2018.

Innophos values your business and we remain committed to be your supplier of choice, serving both your current and future needs while always operating in accordance with our core values of Integrity, Quality, Safety, Respect and Ethics.

If you have any questions, please do not hesitate to contact your Innophos Sales Executive.

We thank you for your business and for allowing us to provide you with your phosphate application requirements.

Regards,

[Signature]

Marco M. Coen
Vice President, Commercial
September 4, 2018

Dear Valued Customer,

Innophos must increase off-list prices to cover rising costs in order remain positioned to ensure quality, reliability, and sustainability of supply to our Food, Health, Nutrition and Industrial Specialties end markets. Effective October 1st 2018, off-list prices will increase as follows:

All Grades and Qualities of the Following Product Lines:
- Sodium Phosphates (SAPP, STPP, DSP, TSPP, TSP, STMP, MSP): 9%
- Monocalcium Phosphates (MCP): 9%
- Sodium Aluminum Phosphates (SALP): 9%
- Sodium Hexametaphosphates (SHMP): 11%
- All Phosphate Blends: 11%
- Select Tricalcium Phosphates (Versacal MP, Tri-tab & TCP WG): 13%
- All other Tricalcium Phosphates: 11%
- Dicalcium Phosphates (DCP): 11%
- Potassium Phosphates (TKFP/MKP/DKP): 9%
- Ammonium Phosphates (MAP/DAP): 7%

This increase will apply to all orders shipped on or after October 1, 2018.

Innophos values your business and we remain committed to be your supplier of choice, serving both your current and future needs while always operating in accordance with our core values of Integrity, Quality, Safety, Respect and Ethics.

If you have any questions, please do not hesitate to contact your Innophos Sales Executive.

We thank you for your business and for allowing us to provide you with your phosphate application requirements.

Regards,

Marco M. Coen
Vice President, Commercial
Innophos, Inc.
December 14, 2017

Important Notice of Price Adjustment

Dear Customer,

For all orders placed or shipped on or after January 1, 2018, or as contract terms permit:

- ICL is increasing the off-list price of all grades of technical and food phosphate salts by 8%.
- ICL is increasing, by $0.03/lb., all grades of food and technical grade ortho phosphoric acid.
- For all grades of specialty phosphoric acid, which include Thermal Select, Reagent, NF (USP) Grade, PurEtch®, and polyphosphoric acid, prices will be increased by 10%.

All other terms and conditions shall remain in effect, including payment terms of net 30 days from the date of invoice.

This increase is necessary to recover rising raw material and operating costs and to support investments in our business to ensure exceptional quality and service.

ICL, a leading global producer of high quality phosphoric acid and specialty phosphates, remains committed to providing our customers with industry-leading, innovative solutions to phosphate and phosphoric acid applications. We greatly value and thank you for your business.

Sincerely,

Stephen J. Cornwall  
Commercial Director  
ICL Advanced Additives
April 6, 2018

Important Notice of Price Adjustment

Dear Customer,

For all orders placed or shipped on or after May 1, 2018, or as contract terms permit, ICL is increasing all grades of food and technical ortho phosphoric acid, by $0.03/lb.

All other terms and conditions shall remain in effect, including payment terms of net 30 days from the date of invoice.
This increase is necessary to recover rising raw material and operating costs and to support investments in our business to ensure exceptional quality and service.

ICL, a leading global producer of high quality phosphoric acid and specialty phosphates, remains committed to providing our customers with industry-leading, innovative solutions to phosphate and phosphoric acid applications. We greatly value and thank you for your business.

Sincerely,

Daniel McLaughlin

Commercial Director

ICL Specialty Products, Inc
Important Notice of Price Adjustment

Dear Customer,

ICL is increasing the off-list price for all grades of our food and technical phosphate salts by 9% effective June 15, 2018, or as contract terms permit. This is in addition to our previously announced increase, which was effective at the beginning of the year.
This increase will be applied to all orders shipped on or after June 15, 2018. All other terms and conditions shall remain in effect, including payment terms of net 30 days from the date of invoice.

ICL is taking this action so that we may continue to invest in our business, ensure exceptional quality, and achieve reasonable returns during this period of increasing costs and changing market conditions. We reserve the right to further revise our pricing on 15 days’ notice, or as our contract terms permit.

ICL, a leading global producer of high quality phosphoric acid and specialty phosphates, remains committed to providing our customers with industry-leading, innovative solutions to phosphate and phosphoric acid applications. We greatly value and thank you for your business.

Sincerely,

Daniel McLaughlin
Commercial Director
ICL Specialty Products, Inc.
Important Notice of Price Adjustment

Dear Customer,

For all orders placed or shipped on or after September 1, 2018, or as contract terms permit:

- ICL is increasing, by $0.06/lb., all grades of our ortho phosphoric acid.
- For all grades of specialty phosphoric acid, which include Thermal Select, Reagent, NF (USP) Grade, PurEtch®, and polyphosphoric acid, prices will be increased by $0.10/lb.

All other terms and conditions shall remain in effect, including payment terms of net 30 days from the date of invoice.
ICL is taking this action so that we may continue to invest in our business, ensure exceptional quality, and achieve reasonable returns during this period of increasing costs and changing market conditions. We reserve the right to further revise our pricing on 15 days’ notice, or as our contract terms permit.

ICL, a leading global producer of high quality phosphoric acid and specialty phosphates, remains committed to providing our customers with industry-leading, innovative solutions to phosphate and phosphoric acid applications. If you have any questions about this announcement, please contact your ICL account manager, Brian Irvine at 2613263070 or brian.irvine@icl-group.com.

We greatly value and thank you for your business.

Sincerely,

Vijay J. Shroff
Vice President, Advanced Additives P2O5 Chain
August 29, 2018

Important Notice of Price Adjustment

Dear Customer,

ICL is increasing the off-list price for all grades of our phosphate salts by 9% effective October 1, 2018, or as contract terms permit.

All other terms and conditions shall remain in effect, including payment terms of net 30 days from the date of invoice.

ICL is taking this action so that we may continue to invest in our business, ensure exceptional quality, and achieve reasonable returns during this period of increasing costs and changing market conditions. We reserve the right to further revise our pricing on 15 days' notice, or as our contract terms permit.
ICL, a leading global producer of high quality phosphoric acid and specialty phosphates, remains committed to providing our customers with industry-leading, innovative solutions to phosphate and phosphoric acid applications. We greatly value and thank you for your business.

Sincerely,

Vijay J. Shroff
Vice President, Advanced Additives P2O5 Chain
Date: September 27, 2019

To: Carus Corporation
315 Fifth St.
Peru, IL 61354

From: City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115


The City of DeKalb and Carus Corporation have mutually agreed to extend the current Ortho/Poly Blended Phosphate purchase agreement for the period of January 1, 2020 to December 31, 2020. The current agreement allows for a one-year contract extension upon mutual consent of both parties. All the same terms and conditions as agreed upon in the original contract and fully executed on October 8, 2018 shall apply. The purchase price will remain at $0.41 per pound, which is the same price currently paid. The original agreement is attached and listed as Exhibit A. By signing below, both parties acknowledge receipt of Exhibit A and agree to abide by all the same terms and conditions of the original agreement for the period of January 1, 2020 to December 31, 2020.

City of DeKalb

BILL NICKLAS, City Manager

Carus Corporation

Signature of Representative

Barbie Smith, Inside Sales Manager

Print Name and Title
Subject: Contract Extension with Carus Corporation for the purchase of Phosphate for water treatment.

Bill,

Attached is a contract extension agreement with Carus Corporation for the purchase of Phosphate for water treatment purposes. The contract approved last year by Council (Resolution 2018-136) is attached and allowed for a one-year contract extension for the 2020 calendar year upon mutual consent of both parties. The extension allows for a one-time "economic adjustment" based off the CPI but Carus has agreed to keep the current price the same ($0.41 per pound) with no CPI increase.

We have been very happy with the results of the product which is fed primarily for the purpose of reducing lead and copper in our water system. We recently passed our Lead & Copper testing conducted a few months ago without any unsatisfactory results and have always remained in compliance with the Lead Copper Rule while using the Carus product. I have a lot of faith in the product we have been using with Carus and hoping to extend this arrangement for another year.

We normally spend about $26,000 per year on the purchase of phosphate for water treatment. I believe the last time we spoke about this, you had indicated this would not need to go back to Council since the agreement (Resolution 2018-136) approved by Council allowed for a one year extension and that you would be able to sign off on it. If not, please let me know and I would be happy to place on Agenda for Council consideration.

If you have any questions, please let me know.

Thanks!

Bryan
RESOLUTION 2018-136

PASSED: OCTOBER 8, 2018

AUTHORIZING A WAIVER OF COMPETITIVE BIDDING AND APPROVAL OF A PURCHASE AGREEMENT WITH CARUS CORPORATION FOR THE PURCHASE OF ORTHO/POLY BLENDED PHOSPHATE FOR TREATMENT OF THE CITY'S PUBLIC WATER SUPPLY FOR A PERIOD OF ONE YEAR FROM JANUARY 1, 2019, THROUGH DECEMBER 31, 2019.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb, Illinois, be authorized and directed to enter into a Purchase Agreement with Carus Corporation, substantially in the form attached hereto, subject to such changes as shall be acceptable to him with recommendation of the City Manager, for the purchase of Ortho/Poly Blended Phosphate for the treatment of the City's Public Water Supply, at a cost of $0.41 per pound, for the period of January 1, 2019, through December 31, 2019. Upon mutual consent, the contract may be extended for one additional one-year term. A one-time economic adjustment shall be allowed for each one-year extension not to exceed the published Chicago Area Consumer Price Index (CPI) for the previous 12-month period.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 8th day of October, 2018, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:

LYNNA A. FAZEKAS, City Clerk

JERRY SMITH, Mayor