

Modification Summary Sheet

Contract (PO) Number: 185557

Modification Revision Number: 1

Specification Number: 678452

Name of Contractor: Alexander Chemical Corp.

City Department: DWM

Title of Contract: Emergency Liquid Chlorine

<u>MOD REQ NUMBER</u>	<u>MOD REASON</u>	<u>DESCRIPTION</u>
444832		EMERGENCY PO 185557 FOR \$1,000,000.00

Term of Contract:

Start Date:

End Date:

Procurement Services Contact Person: THOMAS PASCIAK

Please refer to the DPS website for Contact information under "Doing Business with the City".

It has been determined, on behalf of the City of Chicago, with regard to this Contract Amendment/Modification, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

Vendor Number: 024255

Submission Date: 4/21/2022

CONTRACT MODIFICATION (EMERGENCY PROCUREMENT)

This contract modification ("Modification") is made and entered into effective as of _____, 2022 ("Effective Date"), by and between the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Procurement Services and recommended through the Department of Water Management (Department), and Alexander Chemical Corp. ("Contractor") (together, the "Parties").

WHEREAS, the Parties entered into a contract dated April 1, 2019, designated by the City as PO 95506 (hereinafter referred to as the "Contract") for the supply of liquid chlorine (the "Goods"); and

WHEREAS, on December 15, 2021, the Mayor of the City of Chicago declared an operational emergency due to the global supply chain crisis caused by the Covid pandemic, that has disrupted the procurement of certain materials and supplies that the City relies on to provide critical services to the residents of the City (the "Emergency") under Mayoral Executive Order 2021-4, later supplemented by ordinance (SO2021-5647); and

WHEREAS, the Contractor represents and warrants that, due to the global supply chain crisis caused by the Covid pandemic, extraordinary shortages have resulted for those specific Goods set out by bid line, below ("Supply Chain Affected Items"), and that Contractor is unable, with the exercise of reasonable diligence, to mitigate the effects of such crisis; and

WHEREAS, that, as a consequence, the Contractor represents that it is legally entitled to relief from performance for the delivery of such items, to which representation the City does not concede; and

WHEREAS, the Using Department has determined that the City's failure to obtain timely deliveries of the Supply Chain Affected Items would cause an emergency threatening the maintenance of public peace and order and the preservation of life and property; and

WHEREAS, the Department of Procurement Services and/or the Using Department have conducted, or caused to be conducted, a market analysis that established, that, unless the City pays the surcharges (the "Emergency Surcharge") contained in this Modification for the Supply Chain Affected Items, it would be unable to receive them on a timely basis; and

WHEREAS, the Chief Procurement Officer has determined that an emergency procurement of the Supply Chain Affected Items at the Emergency Surcharge is necessary to address the disruption in the chlorine market related to the Emergency; and

WHEREAS, the Contractor represents and warrants that the Emergency Surcharge described herein shall be sufficient for it to meet its obligations under the Agreement, and the Contractor recognizes that it shall no longer be entitled to the Emergency Surcharge if the conditions creating the supply chain crisis for the Supply Chain Affected Items have resolved, or if the Contractor, with the exercise of reasonable diligence, should have been able to mitigate the effects of the supply chain crisis for such items;

WHEREAS, the Contractor represents and warrants that the price(s) of the Supply Chain Affected Items, as supplemented by the Emergency Surcharge, are no greater than the prices paid for such items by other customers of Contractor that purchase the same product, in the same quantities, of the same quality, delivered in the same manner, on the same terms, and without consideration of the services provided in association with the supply of the products; and

WHEREAS, the abovementioned Emergency Surcharge under this emergency procurement will expire and revert to the original pricing contained in PO 95506, subject to any price adjustments set forth in PO 95506, upon the earlier of (1) the expiration of the Emergency as to the Supply Chain Affected Items, as determined by the Chief Procurement Officer in her sole discretion and further subject to the conditions described in this Modification, or (2) the emergency procurement reaching its maximum contract value of \$1,000,000 ("Modification Term"); and

WHEREAS, the Chief Procurement Officer has determined, on behalf of the City, with regard to this Modification, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed, or that the change is germane to the original Contract as signed, or that the change is in the best interest of the City and is authorized by law.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are expressly incorporated into this Modification.
2. Effective January 1, 2022 and until expiration or termination of the Emergency Surcharges, as described in this Modification, pricing under PO 95506 is increased by the amount of the Emergency Surcharges for the Supply Chain Affected Items as follows:

Line Number – PO 95506	Description	Price under PO 95506	Price under this emergency procurement
1	CHLORINE, LIQUID – LIQUID CHLROINE IN ONE TON CONTAINERS	\$390.00/ton	\$1,250.00/ton

3. Expiration of Emergency Surcharges. On a monthly basis during this emergency procurement, the Contractor shall provide the Department of Procurement Services and the Using Department with an affidavit establishing that (i) the supply chain crisis continues to affect the Supply Chain Affected Items and continues to require the payment of the Emergency Surcharge described herein, and (ii) the Contractor has not been able to mitigate the effects of such supply chain crisis through the exercise of due diligence. The Contractor shall attach to this affidavit such documentation as reasonably required by the Chief Procurement Officer and the Using Department to substantiate the affidavit. If the affidavit is not received or is incomplete in the sole discretion of the City, the Emergency Surcharge shall expire, and Contractor thereafter shall be obligated to deliver the Supply Chain Affected Items at the original price in the Agreement, with no surcharge.
4. Furthermore, if the City independently verifies, apart from the affidavit, that the supply chain crisis no longer affects the Supply Chain Affected Item prices, or if the City determines that the information in the affidavit does not support the Emergency Surcharge, the City shall notify the Contractor, and the Contractor thereafter shall be obligated to deliver the Supply Chain Affected Items at the original Agreement price.
5. The PPI metric and methodology described in Attachment 02, "Scope of Work," "Price Adjustment (PPI)" of PO 95506, shall not apply to the Emergency Surcharge. After expiration of the Emergency Surcharge, if prices increase or decrease according to such price adjustment, the City will increase or decrease pricing accordingly and notify the Contractor as such. The Contractor is

obligated to submit pricing data to the City at annually in a format to be determined by the Chief Procurement Officer in her sole discretion. This Section 5 is expressly incorporated into the Contract and shall survive the expiration of the Modification Term.

6. The Emergency Surcharges apply to any orders for Supply Chain Affected Items placed by City and delivered to City after the Effective date while the Emergency Surcharges are in effect and prior to their expiration or termination pursuant to the terms of this Modification.
7. If the prices Contractor charges to any other customer that purchases the same product, in the same quantities, of the same quality, delivered in the same manner, on the same terms, and without consideration of the services provided in association with the supply of the products, for the Supply Chain Affected Items is less than the Emergency Surcharges under this Modification, the Contractor shall notify the City and the Emergency Surcharges shall be adjusted and this Modification deemed amended, without further action by the Parties, to give the City the benefit of such lower prices.
8. If any facts to which Contractor represents or certifies in connection with this Modification, including any affidavits that the Contractor submits in connection with this Modification, are found to be materially incorrect with respect to the payment of Emergency Surcharges, in addition to any other remedies available to the City at law or in equity or pursuant to the terms of the Contract, the Contractor's rights to any Emergency Surcharges shall be deemed to be void as to those Emergency Surcharges, and Contractor must immediately refund to the City the sum of Emergency Surcharges paid to the Contractor based upon such facts.
9. Execution of this Modification by Contractor is duly authorized by Contractor, and the signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Modification, including each and every representation, certification, and warranty contained herein, or as may be required by the terms and conditions hereof.
10. The Contractor must execute an online Economic Disclosure Statement (EDS) Certificate of Filing and provide an Insurance Certificate of Coverage demonstrating that Contractor maintains the insurance coverage and requirements set forth in the Contract, both of which are attached to this Modification as Exhibit 1 and Exhibit 2, respectively, and are incorporated herein by reference.
11. All other terms and conditions of the Contract, except as herein or previously modified, shall remain unchanged and remain in full force and effect.

Signature Page Follows

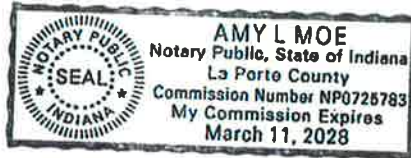
Signature Page for Modification

Modification Number: 444832
Vendor Name: Alexander Chemical Corp.

Alexander Chemical Corp.
(Contractor)
By: *Robert Davidson*
Robert Davidson, President
Its: President
Attest: Amy Berggren
Amy Berggren, Assistant Secretary
State of: INDIANA
County of: LAPORTE

This instrument was acknowledged before me on this 11th day of March, 2022 by
Robert Davidson as President (or other authorized officer) and
Amy Berggren Assistant
as Secretary of Alexander Chemical Corporation
(Corporation Name).

Amy L. Moe (Seal)
Notary Public Signature
Commission Expires: 3/11/2028



CITY OF CHICAGO

Lori C. Rept Fort 3/18/2022
Mayor Date

John Savi 3/19/22
Comptroller Date

[Signature] 3/18/2022
Chief Procurement Officer Date

EXHIBIT 2
INSURANCE CERTIFICATE

Signature: Amy Berggren
Amy Berggren (Mar 11, 2022 11:05 CST)

Email: amy.berggren@carusllc.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/30/2022

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Alexander Chemical Corp 7593 S First Road Kingsbury Industrial Park Kingsbury IN 46345 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: Commerce & Industry Ins Co	19410
	INSURER C: Granite State Insurance Company	23809
	INSURER D: Everest Indemnity Insurance Company	10851
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570091427649 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
							PER	AGG
B	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL461164403	07/01/2021	07/01/2022	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COM/POP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 774227803	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Comp & Coll Ded	\$1,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			EF2CU00053211	07/01/2021	07/01/2022	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC01459063503 (AOS)	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570091427649

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

CERTIFICATE HOLDER**CANCELLATION**

City of Chicago
 Attn: Department of Procurement
 City Hall, Room 806,
 121 North LaSalle Street
 Chicago IL 60602 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following " attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 07/01/2021 forms a part of

Policy No. WC 014-590-635 Issued to CARUS GROUP, INC.

By GRANITE STATE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the " Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy' s cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the " Advice") via e-mail to each such Certificate Holders within 60 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

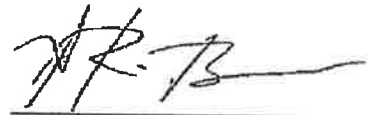
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

A handwritten signature in black ink, appearing to be "R. B.", is written over a horizontal line.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2021 forms a part of

Policy No. GL 461-16-44 issued to CARUS GROUP, INC.

By COMMERCE & INDUSTRY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **60** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

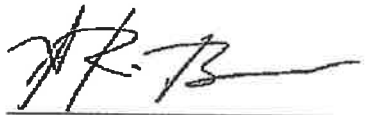
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)



A handwritten signature in black ink, appearing to read "J.R. B.", is written over a horizontal line.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2021 forms a part of

Policy No. CA 774-22-78 issued to CARUS GROUP, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **60** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

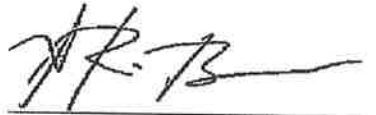
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)



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CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 170040

Certificate Printed on: 03/11/2022

Date of This Filing:01/28/2022 09:12 AM

Original Filing Date:01/28/2022 09:13 AM

Disclosing Party: Alexander Chemical
Corporation

Title:President

Filed by: Mr. Robert Davidson

Matter: Provide Liquid Chlorine , PO# 95506

Applicant: Alexander Chemical Corporation

Specification #: 678452

Contract #: 95506

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.chicago.gov/eds> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.