

AGREEMENT

THIS AGREEMENT, Made and concluded on 4/27/2022, by and between the **CITY OF READING**, a municipal corporation of the State of Pennsylvania, located in the County of Berks, said State, hereinafter called the "CITY", and **CARUS LLC**, hereinafter called the "VENDOR," pursuant to law and to the provisions and requirements of the ordinances and resolutions of the City of Reading.

WITNESSETH, That the parties to these presents each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the City for itself, its successors and assigns, and the Vendor for itself, himself or themselves, its successors, or his or their executors and administrators, as follows:

The Vendor covenants, promises and agrees to and with the City, for the consideration hereinafter mentioned and contained, to furnish as directed to the City of Reading, Pennsylvania, in accordance with the bid of the Vendor for Specifications for Potassium Permanganate, submitted to the City, attached hereto and made a part hereof the following merchandise as per specifications listed in the Addendum:

To provide approximately 120,000 gallons of 25% potassium permanganate shipped liquid or dry. It is understood that the quantities listed are estimates and shall not be construed in any way as a commitment on the part of the City of Reading to purchase like amounts during the contract period.

Contract Amount—\$2.70/lb for 25kg pails or 150kg drums.

This shall be a two (2) year contract. The City of Reading shall have the option, at their sole discretion, of a one (1) year extension at the bid price on the same terms as set forth in the contract.

The Vendor agrees to furnish only such merchandise which shall have fully met the specification(s), herein contained, or hereto attached and made a part hereof. In the event the Vendor shall fail to comply in any respect, with said specifications or this contract, the City may terminate this contract by giving the Vendor written notice.

Upon said merchandise being duly tested and accepted by the proper City employees as meeting with the specifications and conditions, the City shall pay for the quantities thereof currently ordered and delivered at the end of each calendar month, upon an invoice being presented by the Vendor setting for the exact quantities thereof delivered during said month.

The Vendor agrees to indemnify and save harmless the City from all suits or actions of every name and description brought against it for or on account of use of patented appliances or for any damages or injuries received or sustained by any person or persons in the performance of the work under this contract. The Vendor further agrees that in case any such suits or actions are brought or threatened all or as much of the monies due it, him or them under this contract as shall or may be considered necessary by the City shall or may be retained without any liability of the

City to the Vendor for interest thereon because of such retention until all such suits or claims shall have been settled and satisfactory evidence to that effect furnished.

IN WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the Vendor has caused this Agreement to be executed by its President and its corporate seal to be hereunto affixed, duly attested by its Secretary, has hereunto set his/their hand(s) and seal(s) the day and year first above written.

Signed and sealed in the presence of

Attest:

DocuSigned by:
Linda A. Kelleher CMC, City Clerk
73DE031C240D451...
City Clerk

CITY OF READING

DocuSigned by:
Mayor Eddie Moran
9DBC26E27C594BB...
By: Mayor

DocuSigned by:
Samantha Pumo
310364C8059948A...
Samantha Pumo

CARUS, LLC

DocuSigned by:
M. Chryss Crockett
8232F977CA55474...
By: M. Chryss Crockett/SR VP, CFO