

CONTRACT FOR SUPPLY OF WATER TREATMENT CHEMICALS

This Agreement is made and entered into as of the 15th day of August, 2024, by and between **PureLine Treatment Systems, LLC**, an Illinois limited liability company with its principal place of business at 1241 N. Ellis St., Bensenville, IL 60106, hereinafter referred to as "Supplier," and the **City of Rochelle, Illinois**, a municipal corporation with its principal place of business at 420 N. 6th St., Rochelle, IL 61068, hereinafter referred to as "City."

WHEREAS, Supplier is in the business of providing water treatment chemicals; and

WHEREAS, the City requires the supply of certain water treatment chemicals for its water treatment operations; and

WHEREAS, Supplier has agreed to supply, and the City has agreed to purchase the said chemicals under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Term

This Agreement shall commence on September 15, 2024, and shall continue in effect through September 14, 2025, unless terminated earlier in accordance with the provisions of this Agreement.

2. Supply of Chemicals and Pricing

Supplier agrees to supply, and the City agrees to purchase, the water treatment chemicals listed in the table below, at the prices specified therein. The quantity, price, and delivery schedule of each chemical shall be determined by mutual agreement of the parties and documented in the table provided in this Agreement:

SODIUM HYPOCHLORITE SOLUTION, 12.50%.... \$2.280 per gallon delivered

3. Pricing and Payment terms and ordering chemical

- **3.1** The City shall pay Supplier the amounts specified in the table for the chemicals supplied above. Pricing will be firm for the first 6 months of this agreement, with a change implemented (up or down) for the final 6 months based on the PPI (Producer Price Index).
- **3.2** All prices are in US dollars and are exclusive of applicable taxes, which will be added to the invoices. Currently, the city is tax exempt, therefore the invoice will reflect only the volume (in gallons) of chemical supplied multiplied by the price of \$2.280/gallon.
- **3.3** Payment shall be made by the City within thirty (30) days of receipt of a proper invoice from the Supplier. Payment may be by paper check or completed electronically at the discretion of the City. If electronic payment (ACH) is desired, the City will be

provided with Supplier's banking information (ABA/routing number and account number).

- **3.4** Orders can be placed by either:
 - Calling (847) 963-8465 Extension 0
 - Emailing customer service at CustomerService@Pureline.com

4. Delivery

- **4.1** Supplier shall deliver the chemicals to the location(s) specified by the City, in accordance with the delivery schedule agreed upon by the parties.
- **4.2** Title and risk of loss shall pass to the City upon delivery of the chemicals to the City's designated location(s).

5. Compliance with Laws

Supplier agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of its obligations under this Agreement, including but not limited to the laws of the State of Illinois.

6. Termination

- **6.1** Either party may terminate this Agreement for cause upon thirty (30) days' written notice to the other party, if the other party fails to fulfill any of its obligations under this Agreement.
- **6.2** The City may terminate this Agreement for convenience upon sixty (60) days' written notice to the Supplier.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

9. Amendment

This Agreement may be amended only by a written instrument signed by both parties.

10. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by certified mail, return receipt requested, to the respective addresses of the parties set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PureLine Treatment Systems, LLC

By: *Joseph M. Kratochvil*

Name: Joseph M. Kratochvil

Title: Director of Chemical Sales

Email: Joseph.Kratochvil@pureline.com

Mobile: (630) 802-6100

City of Rochelle, Illinois

By:

Name:

Title:

Email:

Mobile: