

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**AGREEMENT EXERCISING THE FIRST OPTION  
TO RENEW THE POOL CHEMICAL AND RELATED PRODUCTS AGREEMENT**

**(Aqua Enterprises, Inc. dba Aqua Pure Enterprises, Inc.)**

This Agreement Exercising the First Option to Renew the Pool Chemicals and Related Products Agreement ("**First Renewal Agreement**") is entered into as of October 1, 2023 ("**Effective Date**") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools, with offices located 42 West Madison Street, Chicago, Illinois 60602 (the "**Board**" or "**CPS**") and Aqua Enterprises, Inc dba Aqua Pure Enterprises, Inc., with offices located at 1404 Joliet Road, Suite A, Romeoville, IL 60446 ("**Vendor**"). The Board and Vendor shall be referred to collectively herein as the "**Parties**" or individually as a "**Party**."

**RECITALS:**

- A. The Board and Vendor entered into that certain Pool Chemical and Related Products Agreement for a term commencing October 1, 2021 and continuing through September 30, 2023 ("**Original Agreement**") (authorized by Board Report: 21-0728-PR15), with the Board having three (3) options to renew for a period of one (1) year each. The Original Agreement was awarded pursuant to that certain Bid Solicitation No. 21-149 ("**Bid Solicitation**"); and
- B. The Board now desires to exercise the first option to renew the Original Agreement upon the terms and conditions as set forth in this First Renewal Agreement, and Vendor accepts this First Renewal Agreement on the terms and conditions hereinafter set forth. The Original Agreement and this First Renewal Agreement are collectively referred to as the "**Agreement**."

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated into and made a part of this First Renewal Agreement by this reference, and the mutual covenants contained herein, the Parties agree as follows:

1. **Definitions:** Any and all capitalized terms contained in this First Renewal Agreement, and not defined herein, shall have the definition as set forth in the Original Agreement.
2. **First Renewal Term:** The term of the First Renewal Agreement shall commence on October 1, 2023 and continue through September 30 2024 ("**First Renewal Term**"), unless terminated sooner as provided in the Original Agreement. The Board shall have two (2) remaining options to renew the Agreement after the First Renewal Term expires.
3. **Scope of Products:** During the Renewal Term, Vendor shall continue to provide the Services as set forth and described in the Original Agreement, including **Scope of Products** from Section IV attached thereto and incorporated therein.
4. **Compensation:** During the First Renewal Term, Vendor shall continue to be paid in accordance with the pricing cost set forth in the **Summary Page** attached and incorporated into the Original Agreement in Section VII of the Bid Tabulation Page. The maximum compensation payable to Vendor during the First Renewal Term shall not exceed Two Hundred Fifty-Two Thousand Four Hundred Thirty-Nine and 00/100 Dollars (\$252,439.00), as may be amended ("**Maximum Compensation Amount**"). It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. The Board shall not reimburse for any expenses.

Compensation shall be based on actual Services performed during the First Renewal Term and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided. If Vendor overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this or any other agreement between Vendor and the Board.

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5. **Entire Agreement:** Except as expressly provided in this First Renewal Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the First Renewal Term.

6. **Counterparts and Electronic Signatures:** This First Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both Parties.

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**IN WITNESS WHEREOF**, the Parties have caused this First Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date.

**BOARD OF EDUCATION  
OF THE CITY OF CHICAGO**

<sup>DS</sup>  
ES

**AQUA ENTERPRISES, INC. DBA  
AQUA PURE ENTERPRISES, INC.**

DocuSigned by:  
Patricia Hernandez  
By: 68F0875FFEDF456...  
Patricia Hernandez  
Acting Chief Procurement Officer

By: Joseph Sendra  
Name: Joseph Sendra

Title: Operations Manager

Date: August 22, 2023 | 7:45:13 AM CDT

Date: 8/21/2023

Board Rule: 7-13(e)(i)(3)

Approved as to Legal Form: <sup>DS</sup>CO <sup>DS</sup>JDE <sup>DS</sup>ES

DocuSigned by:  
Ruchi Verma  
By: 56B562E0FFA44C9...  
Ruchi Verma  
General Counsel