



# WESCO CHEMICALS, INC.

## Water Treatment Sales & Service "Water Process Solutions"

P.O. Box 2506  
Waxahachie, Texas 75168  
(972) 938-0913  
FAX (972) 937-9450  
info@wescochemicals.com

November 24, 2010

Cedar Hill I.S.D  
912 Cedar Street  
PO Box 248  
Cedar Hill, TX 75106

### Water Treatment Services Contract Agreement

This agreement is made effective by and between **Cedar Hill ISD**, 912 Cedar Street, Cedar Hill, Texas and **WESCO Chemicals, Inc.**, 103 Industrial Drive, Waxahachie, TX 75165.

In this Agreement, the party who is contracting to receive services shall be referred to as **Cedar Hill ISD** and the party who will be providing the services shall be referred to as **WESCO Chemicals, Inc.**

WESCO Chemicals, Inc. has a background in water treatment programs. These programs consist of chemical formulations for each client, with monitoring and analysis services.

Cedar Hill ISD desires to have these program services provided by WESCO Chemicals, Inc.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning December 1, 2010, WESCO Chemicals, Inc. will provide service and chemicals as stated in Appendix A, as per attached.
2. PAYMENT. Cedar Hill ISD will pay a fee to WESCO Chemicals, Inc. of \$729.74 per month, (breakdown in Appendix A) plus any applicable sales tax, and necessary fuel surcharges. The current fuel surcharge of 3% is an additional fee per month, for services and including chemical deliveries. Existing fuel surcharge is dictated by the gas fluctuations of the economy and may change accordingly. Payment is due within 30 days after date of invoice. At any time Cedar Hill ISD becomes 60 days past due, account may continue within C.O.D status.
3. TERM/TERMINATION. This Agreement shall be effective for a period of ONE (1) year(s) and shall automatically renew for one additional year, with monthly payment being reduced to \$589.00 per month, unless either party shall provide 30 days written notice to the other party prior to the end of initial term of contract. Either party may cancel this contract with a 30 day written "Notice of Termination" letter. Notice of termination must include viable reason for such termination. The party placed upon notice will then have 30 days to alleviate said issued to acceptable levels, prior to termination. If notice of cancellation letter is issued within first year of contract, an invoice will be issued for the balance of equipment due.
4. ENTIRE AGREEMENT. This agreement hereto comprises the complete agreement of the parties respecting the services to be performed. No engagements, promises, representations, or warranties have been made by either party except, as is expressly stated in this Agreement and Attachments. All modifications to this Agreement shall be in writing, signed by both parties hereto.
5. WESCO Chemicals, Inc. is not responsible for chemical loss due to equipment malfunctions.
6. This contract does not cover equipment repair or replacement costs.

WESCO Chemicals, Inc.

Cedar Hill ISD

By: \_\_\_\_\_  
Name: G. Kirk Saunders  
Title: Vice President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACT PURCHASE ORDER # \_\_\_\_\_ TO BE ON ALL INVOICING.



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Contract Between  
WESCO Chemicals, Inc. and Cedar Hill ISD

## APPENDIX A "Water Process Control"

### Chemical Treatment Program

Program Design:

1.	This contract will include the following equipment:	
a.	1) DC4500111A1 Controller	\$1348.00
b.	2) LMI Pumps #P151398SI 577.00 each	\$1154.00
	Total	\$2502.00
	Discount: 10%	-\$ 250.20
	<b>Down Payment Due upon Acceptance of contract</b>	<b><u>-\$ 562.92</u></b>
	Balance included in monthly contract @0% interest	\$1688.88
	Yearly Monthly testing and Chemical fee	\$7068.00
	<b>TOTAL 1ST YEAR CONTRACT</b>	<b>\$8756.88 (729.74 monthly)</b>

Second year of contract will be reduced to the \$7068.00, making monthly amount of \$589.00.

2. WESCO Chemicals, Inc. will service your facility, two times per month for initial start up and one time per month, thereafter.. During these services, complete analysis will be performed on "all" pertinent water. Pumps will be inspected, controls calibrated, and inventory will be maintained. This will cover the following buildings: Cedar Hill High School, Cedar Hill Ninth Grade Center, Bessie Coleman Middle School.
3. Supply and delivery of chemical treatment formulations, as deemed necessary by WESCO personnel.
4. WESCO personnel will place chemicals "on-line", during normal service visits.
5. WESCO Chemicals, Inc. will attend all equipment inspections, with a 7-business day advance notice for time scheduling.
6. Monthly Service Analysis Reports will be given to Director of Maintenance after each visit.
7. This contract does not include cleaning of pre-existing equipment conditions, if necessary.
8. Any other equipment controllers or pumps in need of repairs, on site at time of contract will be quoted on an as need basis for parts and labor.