

CITY OF BEAUMONT
SECOND AMENDMENT TO CHEMICAL SUPPLY AGREEMENT
(NorthStar Chemical)

THIS SECOND AMENDMENT TO CHEMICAL SUPPLY AGREEMENT ("Agreement") is made and effective as of the 1st day of July, 2022 by and between the CITY OF BEAUMONT ("CITY"), and Pacific Star Chemical, LLC a Delaware limited liability company doing business as Northstar Chemical whose address is 14200 SW Taulatin Sherwood Road, Sherwood OR 97140 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

RECITALS

This Second Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On July 7th, 2020 the CITY and CONTRACTOR entered into a certain agreement entitled "Wastewater Treatment Plant Chemical Supply Agreement" ("Agreement"), after following an RFP process to supply Citric Acid, Sulfuric Acid, Liquid Ammonium Sulfate, Sodium Bisulfate, and Sodium Hydroxide used in the operation of the Wastewater Treatment Plant.

B. Term of Agreement states"... this agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

C. On July 1st, 2021 the CITY and CONTRACTOR entered into a First Amendment to Chemical Supply Agreement to extend services for one year.

D. Term of Agreement states"... this agreement shall automatically terminate after one (2) year unless extended by the parties with the approval of the City Council of the CITY."

AMENDMENT

The Agreement is hereby amended to replace section 4 regarding the Compensation and to extend the 'Wastewater Treatment Plant Chemical Supply Agreement for a one-year term, effective July 1st, 2022.

COMPENSATION

The CITY shall pay the CONTRACTOR at the quarterly rates set forth and shall not increase any rate without the prior written consent of the CITY.

CHEMICAL	UNIT PRICE PER GALLON
Citric Acid	\$19.50
Sulfuric Acid	\$5.20
Liquid Ammonium Sulfate	\$5.75
Sodium Bisulfite	\$3.25
Sodium Hydroxide	\$2.83

In order to monitor the cost increases, if the amount exceeds 16% of the quarterly quote the contract will be taken to City Council for review per the Producer Price Index by Commodity for Chemicals (U.S. Bureau of Labor Statistics, Producer Price Index by Commodity: Chemicals and Allied Products: Basic Organic Chemicals [WPU0614], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/WPU0614>, July 26, 2022.)

TERM

The term of the Agreement is hereby extended for one-year, effective July 1st, 2022 to June 30th, 2023, with future quarterly pricing not to exceed 16% of the previous quarter's quote.

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control.

[Signatures on following page]

SIGNATURE PAGE TO

CITY OF BEAUMONT
SECOND AMENDMENT

CITY:

CITY OF BEAUMONT

By: _____
Lloyd White, Mayor

CONTRACTOR:

Pacific Star Chemical, LLC, a Delaware
limited liability company doing business as
NorthStar Chemical

By: _____

Print Name: _____

Title: _____