

**WASTEWATER TREATMENT PLANT  
CHEMICAL SUPPLY AGREEMENT**

THIS WASTEWATER TREATMENT PLANT CHEMICAL SUPPLY AGREEMENT (“Agreement”) is made and effective as of the \_\_\_\_\_ 1st \_\_\_\_\_ day of July, 2020 (“Effective Date”), by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Pacific Star Chemical, LLC, a Delaware limited liability company doing business as Northstar Chemical whose address is 14200 SW Tualatin Sherwood Road, Sherwood OR 97140 (“CONTRACTOR”).

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY published a Request for Proposals for Project (“RFP”) on or about May 15, 2020, a copy of which is attached hereto as Exhibit “A” and which is deemed incorporated herein and made a part hereof by this reference for chemicals to be used in connection with the operation of the City’s newly constructed wastewater treatment plant;

B. CONTRACTOR submitted a proposal dated May 29, 2020 (“Proposal”) to the CITY to transport and deliver the desired chemicals and related services (collectively “Services”), which Proposal is attached hereto as Exhibit “B”; and

C. CITY desires to engage CONTRACTOR to provide Services; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year from the Effective Date unless extended by the parties with the approval of the City Council of the CITY. CITY shall have the option to renew this Agreement on identical terms including Compensation for up to two additional periods of one year each provided that the City Council elects to so exercise each option.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Services per the RFP attached as Exhibit “A” and the Proposal attached as Exhibit “B”. All Services shall be performed in the manner and according to the timeframe set

forth in the RFP and Proposal. For the sake of clarity the Services include and CONTRACTOR shall be responsible for and shall bear all liability and the risk of loss associated with the transportation of the chemicals from their point of origin to City's designated point of delivery until accepted by CITY. CONTRACTOR designates Clare Walker as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. CITY's needs for the Services are not yet known with certainty because the same will be used in connection with the CITY's new wastewater treatment plant which is not yet in full operation. The rate schedule for all chemicals (intentionally excepting Sodium Hypochlorite which is covered by a separate agreement) is set forth here for the sake of convenience:

| <b>Chemical</b>         | <b>Unit Price per Gallon</b> |
|-------------------------|------------------------------|
| Citric Acid             | \$8.75                       |
| Sulfuric Acid           | \$2.65                       |
| Liquid Ammonium Sulfate | \$4.38                       |
| Sodium Bisulfite        | \$2.96                       |
| Sodium Hydroxide        | \$1.71                       |

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15<sup>th</sup>) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any per gallon fee charged is consistent with this Agreement's approved per gallon rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

4.04 If the Services are satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement, the RFP and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms binding on the City other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect. In the event of a conflict between the terms of the RFP and the Proposal the RFP shall control.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials, vehicles and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement, the RFP and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity. CONTRACTOR shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the calling necessary to perform the Services. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "C"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses

under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required \_\_\_; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

6.05 Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations."

## 7. General Conditions Pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but

not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the Services. All proposed changes,

modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents: Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original

documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, jurisdiction over the action shall be in the state or federal court in Riverside County, California and the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which



will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_

  
Rey Santos, Mayor

**CONTRACTOR:**

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

By: \_\_\_\_\_

Print Name:  Matt Werger

Title:  Vice President / General Manager

**EXHIBIT "A"**

**RFP**

**(insert behind this page)**



**Website:**  
<http://beaumontca.gov/>

**Address:**  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

**Phone:**  
951.769.8520

# Request for Proposal for Chemical Supplier Services for Wastewater Treatment Plant Project

**Proposals Due By:**

12:00 pm  
May 29, 2020

**Contact:**

Jeff Hart  
Director of Public Works  
[jhart@beaumontca.gov](mailto:jhart@beaumontca.gov)

**RFP Available:**

[www.publicpurchase.com](http://www.publicpurchase.com)

---



## Introduction

The City of Beaumont (City) is seeking proposals for chemical supplier services from qualified firms (Consultant) interested in assessing and providing chemicals used for the treatment of wastewater at the City of Beaumont Wastewater Treatment Plant (Project).

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective chemicals for the treatment of wastewater to the City.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the City, the selected firm will provide chemicals used for the treatment of wastewater at the WWTP Project as described in the scope of this RFP.

## Background

The City of Beaumont was incorporated in November 1912. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles.

## Scope of Services

The Scope of Services for the Wastewater Treatment Plant Chemical Usage Project is attached as Exhibit A.

## Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit B).

## Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for one (1) year, with two (2) one-year extensions if approved by City Council, subject to agreement terms and the Beaumont Municipal Code.



## Proposal Requirements

The proposal shall clearly address all the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. **Cover Letter**: Maximum of two (2) pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individual(s) with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. **Introduction/Information**: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual(s) to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).
- C. **Firm's Approach**: The firm's approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with the City to facilitate successful delivery of assigned tasks.
- D. **Firm Profile**: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of expertise, etc. and specifically identify whether the firm employs its own delivery drivers and if it owns the trucks/trailers for deliveries related to this RFP or if the firm contracts out to a delivery service and/or leasing company..
- E. **Resumes**: Resume of all consultants on the team.



- F. Key Personnel: Provide a summary description of the key personnel, their roles and responsibilities, and their relevant experience. The proposal must name a project manager.
- G. References: Three (3) to five (5) references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.
- H. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. Include a timeline to complete the tasks for the project.
- I. Cost: Consultant shall provide comprehensive cost proposal inclusive of all fees in addition to chemical prices including, but not limited to, vehicle fuel surcharges, etc. All chemical cost proposals shall be in price per gallon of product.
- J. Related Projects: Please include a minimum of three (3) similar projects with a full description, timeline, and website to review the approved project. The related projects must demonstrate experience with delivery of chemicals being supplied and safety precautions taken while delivering such chemicals.
- K. Additional Information: Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.

## Submittal

A digital PDF copy of the proposal and fee proposal must be submitted no later than **12:00 pm, May 29, 2020 to [jhart@beaumontca.gov](mailto:jhart@beaumontca.gov)**. Mail, Postmarks, and faxes are not acceptable. Proposal and email subject must be titled "RFP for Chemical Supplies Services for the Wastewater Treatment Plant Project". Requests for Clarifications (RFCs) or questions regarding this RFP shall be requested on the Public Purchase website via "Ask Questions" section for this RFP.

No RFC or questions will be accepted after **12:00 pm, May 22, 2020**.

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 30 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be



accepted.

All RFC's and responses will be posted on Public Purchase within three days of RFC due date.

Timetable for reviewing and evaluating proposals:

- |                      |                           |
|----------------------|---------------------------|
| 1. RFP Release       | May 15, 2020              |
| 2. RFC Due           | May 22, 2020 @ 12:00 pm   |
| 3. Proposal Due Date | May 29, 2020 @ 12:00 pm   |
| 4. Interviews        | If required, June 2, 2020 |
| 5. Award Date        | June 16, 2020             |

## Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

## Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

## Non-Commitment to City

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

## Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.



## Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City’s needs. City staff will use the following criteria to evaluate the proposals:

| Criteria                                     | Points     |
|--|------------|
| Project Approach, Work Plan, and Duration    | 15         |
| Project Team Organization and Qualifications | 15         |
| Related Experience and Past Projects         | 15         |
| References                                   | 10         |
| Proposed Fee                                 | 45         |
| <b>Total</b>                                 | <b>100</b> |

The City may request a qualification interview with the highest ranked consultants prior to determining the final ranking. The City reserves the right to reject any and all proposals.

## Exhibits

- A. Scope of Services
- B. Professional Services Agreement
- C. Estimated 30-day Chemical Usage

----- END OF REQUEST FOR PROPOSAL -----

**EXHIBITS TO FOLLOW**





## EXHIBIT B Scope of Services

The City wishes to set up delivery of chemicals used in the treatment of wastewater with delivery to be on a 30-day delivery schedule. Estimated 30-day chemical usage is shown in Exhibit C.

The City of Beaumont Wastewater Treatment Plant is located at:

**715 W. 4<sup>th</sup> Street  
Beaumont, CA 92223**

The following scope of services provide general description and performance requirements. It is expected that the proposal developed by each of the responding firms will provide significant additional details for implementing the project.

### Project Management/Implementation Plan:

- Successful respondent shall plan to attend at least two (2) meetings w/ City Staff to:
  - a. Kick-off project,
  - b. Track progress,
  - c. Ensure collaboration, and
  - d. Review draft/ final submittals.
- Consultant shall develop a tentative schedule that includes proposed delivery schedule(s) for the project. Delivery times must be Monday – Thursday between the hours of 6:30 am to 3:30 pm.
- Successful respondent shall offload wet chemicals with all proper PPE, spill containment, etc. and provide hose connections/adapters as needed.
- All deliveries should include weight ticket, Certificate of Analysis (COA), and Safety Data Sheets (SDS).

### Recommend Upgrades, Improvements and Alternatives:

- Consultant shall recommend chemical alternatives if the requested/required chemicals is not available at time of delivery. As part of the recommendations, the Consultant shall analyze the following:

### Deliverables:

- Consultant shall provide comprehensive cost proposal inclusive of all fees in addition to chemical prices including, but not limited to, vehicle fuel surcharges, etc.
- All chemical cost proposals shall be in price per gallon of product.



## EXHIBIT B

# Professional Services Agreement



## EXHIBIT C

### **Estimated 30-Day Chemical Usages Based on Engineer Estimates, After Successful Start-Up**



| Chemical                | Concentration | Tank/Tote | Capacity (g) | Dose  | Units     | 30 Day Usage (EST) |
|-------------------------|---------------|-----------|--------------|-------|-----------|--------------------|
| Citric Acid             | 50%           | Tote      | 275          | 8     | GAL/Batch | 160                |
| Sulfuric Acid           | 93%           | Tank      | 1550         | 1.13  | GPH       | 814                |
| Liquid Ammonium Sulfate | 40%           | Tank      | 1550         | 2.083 | GPH       | 1500               |
| Sodium Hypochlorite     | 12.5%         | Tank      | 4600         | 4.1   | GPH       | 2952               |
|                         |               |           |              | 10    | GAL/Batch | 200                |
| Sodium Bisulfite        | 38%           | Tank      | 1550         | 0.5   | GPH       | 360                |
| Sodium Hydroxide        | 25%           | Tank      | 1550         | 0.14  | GPH       | 101                |

3152

Estimated 30 day chemical usages, based on engineer estimates, after successful start up.

**EXHIBIT "B"**

**PROPOSAL**

**(insert behind this page)**



**Request for Proposal for Chemical Supplier Services for  
Wastewater Treatment Plant Project**

**Proposals Due By:  
12:00 pm  
May 29, 2020**

**Northstar Chemical Contact:  
Clare Walker  
Director of Sales  
Pacific Star Chemical LLC dba Northstar Chemical  
14200 SW Tualatin Sherwood Road  
Sherwood OR 97140  
925-787-5864  
cwalker@northstarchemical.com**



AS A DBA OF PACIFIC STAR CHEMICAL LLC

**A. Cover Letter**

**May 28, 2020**

**Jeff Hart  
jhart@beaumontca.gov  
Director of Public Works  
City of Beaumont  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223**

**Chemical Bid – “RFP for Chemical Supplies Services for the Wastewater Treatment Plant Project”**

**Dear Jeff:**

**Northstar Chemical is a specialty chemical distributor who specializes in the safe storage, handling, and delivery of corrosive chemicals. Founded in 1996 in the Pacific Northwest, Northstar Chemical has 4 chemical distribution facilities in the west located in: Sherwood, OR; Tacoma, WA; Modesto, CA and Santa Fe Springs, CA. The Northstar Chemical Santa Fe Springs CA chemical distribution facility would service City of Beaumont’s chemical needs in this RFP.**

**This cover letter constitutes certification by Northstar Chemical that we understand the scope of services required by the City of Beaumont outlined in your RFP. Northstar Chemical complies with the nondiscrimination requirements of the State and Federal Government.**

**Sincere Regards,**

A handwritten signature in black ink that reads "Clare Walker".

**Clare Walker  
RFP/Contract Contact  
Pacific Star Chemical LLC dba as Northstar Chemical  
14200 SW Tualatin Sherwood Road  
Sherwood Oregon 97140  
Director of Sales  
[cwalker@northstarchemical.com](mailto:cwalker@northstarchemical.com)  
925-787-5864**

## B. Introduction/Information:

Northstar Chemical understands the requirements of this RFP and is bidding on all chemicals listed on Exhibit C. These products will be shipped to the Beaumont Wastewater Treatment Plant from our chemical distribution facility noted below in Santa Fe Springs CA with Northstar Chemical delivery specialists with our delivery equipment. Two of the products will be subcontracted out to our manufacturer suppliers. Those products are Sodium Hypochlorite, which will be supplied and delivered by Jones Chemical out of Torrance, CA and Liquid Ammonium Sulfate, which will be delivered by Industrial Solutions out of Riverside, CA. Products will be delivered on an as needed basis, meeting your specifications and delivery requirements listed on Exhibit A page 7.

### Firm submitting proposal:

Northstar Chemical  
9051 Sorenson Ave.  
Santa Fe Springs, CA 90670  
1-855-355-7013  
[ordersla@northstarchemical.com](mailto:ordersla@northstarchemical.com)  
Dominic Parisi – Senior Account Manager  
714-795-1367

## C. Firm's Approach: Northstar Company Values

### SAFETY

- Practice, Promote, Recognize and Deliver Safety

### INTEGRITY

- Always Do What is Right and Build Trusting Relationships

### CUSTOMER SERVICE

- Dedication to our Customers is Instrumental to Long-Lasting Success

### COLLABORATIVE RELATIONSHIPS

- Foster Healthy Communications to Achieve Balanced Results

### OUR EMPLOYEES

- Develop and Empower to Make a Difference

### EXCELLENCE

- Pursue Process Improvement for Sustainable Growth



Northstar Chemical's mission is to provide our customers with exceptional service every day, through our highly experienced drivers, exceptional customer service response team, knowledgeable sales staff, team of engineers, specialized delivery equipment, tank loan program, and industry relationships.

Your orders are received via email or phone. Orders will be processed in a timely manner with an email confirmation from our customer service & dispatch centrally located in our Santa Fe Springs facility: Jeff Gomez, Lupe Aguilera, or Bob Cavey. Delivery dates will be stated on the confirmation email back to the customer. Delivery ETA depends on the product and is typically 1-3 days for date ordered.

#### D. Firm Profile:

Founded in 1996, Northstar Chemical has 4 chemical distribution facilities located in: Sherwood, Oregon; Tacoma, Washington; Modesto, CA and Santa Fe Springs, CA. Northstar Chemical is a privately owned chemical distribution company with headquarters in Sherwood OR. We operate as an LLC in California. We have 85 employees and have local customer service and dispatch at each of our distribution facilities. Our area of expertise is delivering hazardous, corrosive chemicals safely, timely and professionally. We also can provide tank systems on loan to customers and provide a consultative, informative sales approach.

Please check our website for more information:

[www.northstarchemical.com](http://www.northstarchemical.com)

Northstar's highly experienced delivery specialists and Northstar owned chemical tanker trucks will be used for delivery of the following products on the RFP: *Sulfuric Acid, Sodium Bisulfite, and Sodium Hydroxide and Sodium Hypochlorite, if necessary.* These products are all stored and distributed out of our SFS Facility.

All Northstar delivery specialist have a minimum of 10 years' experience in corrosive chemical tanker deliveries. They have OSHA and Hazmat training certifications. Northstar delivery specialist wear all proper PPE and of our tanker equipment have spill containment supplies should an issue arise.



**Product supply:**

- Citric Acid totes will ship from our Santa Fe Springs or Modesto, CA facility.
- 40% Liquid Ammonium Sulfate will ship from Industrial Solutions Inc. out of Riverside, CA.
- 12.5% Sodium Hypochlorite will ship on our manufacturer's equipment, Jones Chemical, out of Torrance, CA, or if needed, on our Northstar equipment from our facility in Santa Fe Springs.

**E. Resumes:**

See attached document.

**F. Key Personnel:**

Please refer to the resume document.

Project Manager for this RFP is Dominic Parisi-Senior Account Manager

**G. References:**

See attached.

**H. Scope of Services:**

Scope of service is chemical delivery to Beaumont Wastewater Treatment Plant at 715 W. 4<sup>th</sup> Street, Beaumont CA 92223

**Products to be provided: Citric Acid, Sulfuric Acid, Liquid Ammonium Sulfate, Sodium Hypochlorite, Sodium Bisulfite, and Sodium Hydroxide.**

Chemicals will be shipped with Northstar delivery equipment, or our manufacturers delivery equipment (see section D above). Citric Acid totes will be delivered via a common carrier freight company.

If awarded the RFP, Dominic Parisi, Project Manager, will conduct a site visit on the tank systems at Beaumont in order to assess the current tank system, site specific delivery requirements and to conduct a site safety audit for account setup. Once the account is setup, we can deliver as soon as City of Beaumont is ready.

**I. Chemical Cost – see attachment:**

**Terms: NET 30**

**Pricing is delivered includes freight and FSC**

**Typical Order to Delivery Lead time 2-3 business days.**

- J. Related Projects: Please see attached References. We currently deliver these products to many other municipalities throughout the state of California. These can be provided if further references are needed. Please check out our website at [www.northstarchemical.com](http://www.northstarchemical.com)**

**K. Additional Information:**

**Northstar Chemical offers emergency delivery service, if necessary, for weekend, evening, and holidays. Our Northstar fleet is on the road daily with our chemicals allowing us to provide prompt, safe, and accurate deliveries while allowing us the flexibility to respond to our customer's needs quickly.**

**Please see attached Brochure**



AS A DBA OF PACIFIC STAR CHEMICAL LLC

E & F - Resumes & Key Personnel

## **Executive Summary for Northstar Chemical dba Pacific Star Chemical LLC Management Team**

### **Stan Chang-President**

Stan Chang is the founder, Chairman and President of Northstar Chemical Inc., a specialty and commodity chemical distributor and APAC Chemical Corporation, a chemical and food ingredient manufacturer. He has been holding this position since 1996 and 2000, respectively at both companies. He was also the Executive Vice President and major shareholder of Basic Chemical Solutions, LLC for over 20 years. BCS was later acquired by Univar in 2010. Starting 2010, Mr. Chang has also been the chairman of the board of Borrego Solar, a solar system integrator and Managing Director of Green Lake Capital, a capital provider for solar projects in California.

Mr. Chang graduated from the University of Washington in 1978 with a Bachelor of Science in Chemical Engineering and received his Master in Business Administration from the California State University in 1983. In addition to his experience in chemical distribution, and solar business, he also has extensive experience in chemical manufacturing from his ten years with Allied Signal (now Honeywell) from 1978 - 1988.

### **Matt Werger-VP & General Manager**

Matt has served in the chemical industry for the past 30 years working for chlor-alkali producers and distributors in sales, marketing, logistics, and finance. He has been the General Manager for Northstar Chemical in Sherwood Oregon for the last 20 years, since 1999. Matt was previously with Atochem (now Arkema) in sales from 1995-1999 before Northstar Chemical. From 1990 to 1994 he was with Vulcan Chemical.

Matt has a BA in Accounting and Finance from Grandview College and an MBA from George Fox University.

### **Clare Walker-Director of Sales California**

Clare came to Northstar Chemical to run the California sales program in June 2014. She has been in the chemical distribution business in various sales, sales management and product management roles starting with General Chemical in 1990. Clare was part of the original Bulk sales team out of Redwood City CA for Pressure Vessel Service in 1994, which became Basic Chemical Solutions in 2005. Clare was with Univar after the purchase of BCS until 2014.

Clare graduated with a BS in Chemistry from the United States Military Academy at West Point.

**Robert Cavey-Director Operations**

Bob Cavey is Director of Operations for Northstar Chemical since May 2014. He is managing the operations and logistics of the start-up of two California locations for Northstar Chemical in Modesto and Santa Fe Springs. He has extensive corrosive chemical operations and logistics experience from his last 6 years with Basic Chemical Solutions and then Univar, where he was West Regional Operations Manager for the BCS Business Unit. Prior to Basic Chemical Solutions, he worked for Rohm & Haas in various chemical engineering, operations and logistics management roles with several plant startups under his belt in Taiwan and Germany.

Bob is a graduate of Villanova University with a BS in Chemical Engineering.

**Aaron Cothran- Technical Service Manager, Southern California**

Aaron has over 23 years of chemical distribution experience. He came on board May 2014 with Northstar Chemical as technical service manager for the startup location in Santa Fe Springs, CA. He started his career in the chemical distribution business with Pressure Vessel Service, then Basic Chemical Solutions, and finally Univar in Santa Fe Springs, CA from 1997 through 2014. He has extensive chemical distribution operations experience, with a focus on facility and equipment maintenance, process instrumentation, on and off-site emergency response, and best quality assurance and control practices.

**Dominic- Senior Account Manager, Southern California**

Dominic Parisi is a Senior Account Manager located out of our Santa Fe Springs Facility. Was hired at the start-up of our 2 new California chemical plants in 2014. Has 19 years' experience in the chemical industry. Specializes in generation of new business and account management of Mini-Bulk (less than full truck loads) tanker deliveries of corrosive chemicals.

**Employment:**

Pressure Vessel, Basic Chemical (2001 - 2014) - same company which was purchased in 2010 by Univar Inc. - Senior Account Manager

Northstar Chemical (2014 - present) - Senior Account Manger

Graduate of Cal State University Fullerton 1986 - Bachelor of Arts in Economics

**G & J - REFERENCES**

| Agency Name                       | Delivery Address | Contact Name    | Phone Number   | E-Mail Address   | Items, Delivery Frequency                                 | Quantities                                   | Delivery Frequency  | Problems, delivery issues, etc. | Relevance                             |
|-----------------------------------|------------------|-----------------|----------------|--|---|--|---------------------|---------------------------------|---------------------------------------|
| Elsinore                          | Lake Elsinore    | Al Rivera       | (951)674-3146  | <a href="mailto:arivera@evmwd.net">arivera@evmwd.net</a>                 | Minibulk Sodium Hypo- 30 plus well sites                  | 360,000 gal Sodium Hypo                      | weekly              | none                            | 3 yr contract since Jan 2015          |
| Burbank Water & Power             | Burbank          | Natalia Almeida | (818) 238-5466 | <a href="mailto:WebA-FS-Pu@burbankca.gov">WebA-FS-Pu@burbankca.gov</a>   | Bulk/MB Hypo and Caustic                                  | 100,000 gal Hypo & 100,000 gal Caustic       | 3-4 times per month | none                            | 3 yr contract renewed since June 2015 |
| City of Riverside                 | Riverside        | Ben Hatheway    | (951)826-5802  | <a href="mailto:bhatheway@riversideca.gov">bhatheway@riversideca.gov</a> | MB Hypo and Citric Acid, multiple locations               | 80,000 gal Hypo & 20,000 gal Citric 50%      | 3-4 times per month | none                            | Since Feb 2016 and renewed contract   |
| City of Monrovia                  | Monrovia         | Todd Hull       | (626) 256-8209 | <a href="mailto:thull@ci.monrovia.ca.us">thull@ci.monrovia.ca.us</a>     | MB Hypo and Sodium Hex, multiple wells                    | 21,000 gallons Hypo & 11,000 gallon S. Hex   | weekly              | none                            | 3 yr contract renewed since June 2018 |
| City of Azusa                     | Asuza            | Carlos Solis    | (626) 334-0414 | <a href="mailto:csolis@ci.azusa.ca.us">csolis@ci.azusa.ca.us</a>         | MB Hypo, Multiple well sites                              | 50,000 gal Sodium Hypo                       | weekly              | none                            | 5 yr contract thru 2024, since 2014   |
| Santa Clara Valley Water District | San Jose         | Danette Lewis   | (408)630-2224  | <a href="mailto:DLewis@valleywater.org">DLewis@valleywater.org</a>       | Bulk Phos acid, Bulk Sulfuric, Citric 50% multi locations | 1000 T Phos, 1500 T Sulfuric, 10K gal Citric | weekly              | none                            | Contracts with SCVWD since Jan 2016   |



**I - Chemical Cost-Updated 6/30/20 Due to Tank Sizing Changes\*  
Dilution Change\*\***

| Chemical                 | Concentration |  | Tank/Tote | Capacity (g) | Dose  | Units     | 30 Day Usage - EST | Price Quote | UOM |
|--------------------------|---------------|--|-----------|--------------|-------|-----------|--------------------|-------------|-----|
|                          |               |  |           |              |       |           |                    |             |     |
| Citric Acid              | 50%           |  | Tote      | 275          | 8     | Gal/Batch | 160                | \$8.75      | GAL |
| Sulfuric Acid*           | 93%           |  | Tank      | 1100*        | 1.13  | GPH       | 814                | \$2.65      | GAL |
| Liquid Ammonium Sulfate* | 40%           |  | Tank      | 1100*        | 2.083 | GPH       | 1500               | \$4.38      | GAL |
| *Sodium Hypochlorite     | 12.5%         |  | Tank      | 4600         | 4.1   | GPH       | 2952<br>200        | \$ .99      | GAL |
| Sodium Bisulfite         | 25%**         |  | Tank      | 1550         | 10    | GAL/Batch | --                 |             | GAL |
| Sodium Hydroxide         | 25%           |  | Tank      | 1550         | 0.5   | GPH       | 360                | \$2.50      | GAL |
|                          |               |  | Tank      | 1550         | 0.14  | GPH       | 101                | \$1.71      | GAL |

Firm annual pricing from July 1, 2020 thru June 30, 2021.

Estimated 30-day chemical usages, based on engineer estimates, after successful start-up.

- Terms: Net 30 days
- Delivered pricing, includes freight and fuel surcharge
- Typical delivery lead time 2-3 business days
- Sales tax not included
- \*Sodium Hypochlorite does not include California Mill Assessment tax currently at 2.175%.



I - Chemical Cost-Updated 6/16/20  
Due to Tank Sizing Changes\*

| Chemical                 | Concentration | Tank/Tote | Capacity (g) | Dose  | Units     | 30 Day Usage - EST | Price Quote | UOM |
|--------------------------|---------------|-----------|--------------|-------|-----------|--------------------|-------------|-----|
| Citric Acid              | 50%           | Tote      | 275          | 8     | Gal/Batch | 160                | \$8.75      | GAL |
| Sulfuric Acid*           | 93%           | Tank      | 1100*        | 1.13  | GPH       | 814                | \$2.65      | GAL |
| Liquid Ammonium Sulfate* | 40%           | Tank      | 1100*        | 2.083 | GPH       | 1500               | \$4.38      | GAL |
| *Sodium Hypochlorite     | 12.5%         | Tank      | 4600         | 4.1   | GPH       | 2952<br>200        | \$ .99      | GAL |
|                          |               |           |              | 10    | GAL/Batch | ---                |             | GAL |
| Sodium Bisulfite         | 38%           | Tank      | 1550         | 0.5   | GPH       | 360                | 2.96        | GAL |
| Sodium Hydroxide         | 25%           | Tank      | 1550         | 0.14  | GPH       | 101                | 1.71        | GAL |

Firm annual pricing from July 1, 2020 thru June 30, 2021.

Estimated 30-day chemical usages, based on engineer estimates, after successful start-up.

- Terms: Net 30 days
- Delivered pricing, includes freight and fuel surcharge
- Typical delivery lead time 2-3 business days
- Sales tax not included
- \*Sodium Hypochlorite does not include California Mill Assessment tax currently at 2.175%.



# Northstar<sup>★</sup>Chemical

Safe. Trustworthy. Dependable.



## NORTHSTAR PRODUCTS

### INDUSTRIAL PRODUCTS

Sodium Hydroxide  
Potassium Hydroxide  
Hydrochloric Acid  
Nitric Acid  
Phosphoric Acid  
Sulfuric Acid  
Sodium Hypochlorite  
Sodium Bisulfite  
Calcium Chloride  
Aqua Ammonia

### SPECIALTY PRODUCTS

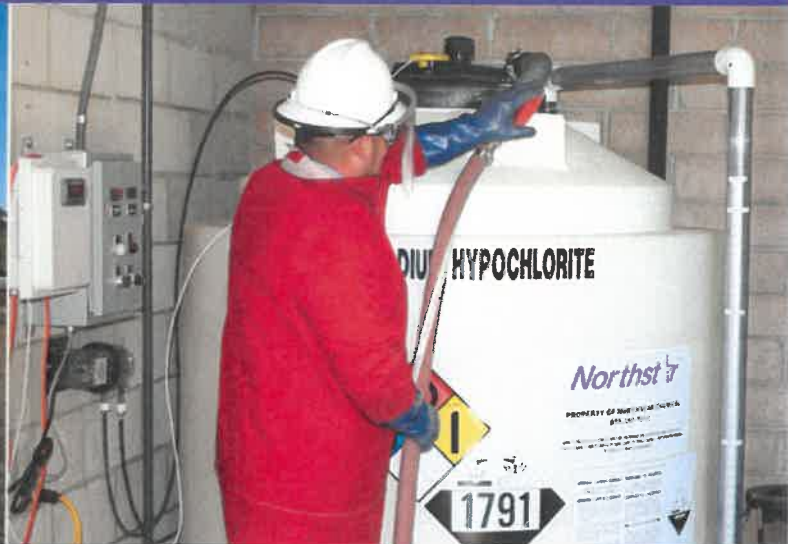
Citric Acid  
Potassium Sorbate  
Acid and Alkali Blends  
Chelated Caustics  
CIP Cleaner  
Foam Cleaner  
Sanitizer  
Packaged Additives  
and Ingredients  
Custom Blended Products

### WATER TREATMENT PRODUCTS

Aluminum Chlorohydrate  
Aluminum Sulfate  
Ferric Chloride  
Polymers  
Coagulants  
Boiler Treatment  
Cooling Tower Treatment  
Closed Loop Treatment

***“Northstar drivers are absolutely the best in the industry. It doesn’t matter who comes to our facility; they are well trained and don’t take shortcuts. Other suppliers’ drivers pale in comparison to Northstar’s.”***

*—Scott Steinfeld, Assistant Warehouse Manager*



# LARGE-BULK/MINI-BULK

Improve operational performance with our safe, cost effective and environmentally friendly Mini-Bulk delivery system

## PROVIDES

- Customized storage tanks
- Secondary spill containment
- Increased storage space
- Telemetry inventory monitoring
- Next day delivery service
- Enhanced inventory control
- Safety training
- Improved environmental standards
- Liability insurance coverage
- Improved work environment

## ELIMINATES

- The use of drums and totes
- Container deposits, heel loss and rinse charges
- Wasted site space
- Lifting and handling heavy containers
- Exposure to hazardous materials

***"The guys are top-notch. They are professional, know their stuff, and are very safety conscious. We have no concerns when Northstar trucks come on-site."***

*Jerry Jay, Chief Operator*

Contact your Northstar Chemical representative for more information about our unique delivery system.

Sherwood, OR and Tacoma WA

888-793-9476

orders@northstarchemical.com

Modesto, CA

855-355-7014

ordersmodesto@northstarchemical.com

Santa Fe Springs, CA

855-355-7013

ordersLA@northstarchemical.com

**EXHIBIT "C"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS A**

**(insert behind this page)**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 7/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Commercial Lines - (628) 201-9001<br>USI Insurance Services LLC - CA Lic#: 0D08408<br>201 Mission St, 11th Floor<br>San Francisco, CA 94105 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 628.201.9001 FAX (A/C, No):<br>E-MAIL ADDRESS: certificateswf@usi.com  |                               |  |        |            |                                 |       |            |                                  |       |            |                                   |       |            |  |  |            |  |  |            |  |  |
|--|--|-------------------------------|--|--------|------------|---------------------------------|-------|------------|----------------------------------|-------|------------|-----------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Pacific Star Chemical, LLC dba: Northstar Chemical Inc.<br>14200 S.W. Tualatin-Sherwood Rd.<br>Sherwood, OR 97140                            | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B:</td> <td>Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER C:</td> <td>State Compensation Insurance Fund</td> <td>35076</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Everest Indemnity Insurance Co. | 10851 | INSURER B: | Everest Denali Insurance Company | 16044 | INSURER C: | State Compensation Insurance Fund | 35076 | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE  |  | NAIC #                        |  |        |            |                                 |       |            |                                  |       |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER A:   | Everest Indemnity Insurance Co.  | 10851                         |  |        |            |                                 |       |            |                                  |       |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER B:   | Everest Denali Insurance Company   | 16044                         |  |        |            |                                 |       |            |                                  |       |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER C:   | State Compensation Insurance Fund  | 35076                         |  |        |            |                                 |       |            |                                  |       |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER D:   |  |                               |  |        |            |                                 |       |            |                                  |       |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER E:   |  |                               |  |        |            |                                 |       |            |                                  |       |            |                                   |       |            |  |  |            |  |  |            |  |  |
| INSURER F:   |  |                               |  |        |            |                                 |       |            |                                  |       |            |                                   |       |            |  |  |            |  |  |            |  |  |

## COVERAGES

CERTIFICATE NUMBER: 15094848

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD WVD                  | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-------------------------------------|----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                                     | EF2ML00088-201 | 07/01/2020              | 07/01/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000<br>POLLUTION \$ 1,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> MCS 90 Incl.<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY           |                                     | EF2CA00025-201 | 07/01/2020              | 07/01/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB CLAIMS-MADE<br>DED RETENTION \$   |                                     | EF2CU00085-201 | 07/01/2020              | 07/01/2021              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input type="checkbox"/> N/A | 9104916-2020   | 07/01/2020              | 07/01/2021              | <input checked="" type="checkbox"/> PER STATUTE<br><input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

## CERTIFICATE HOLDER

 City of Beaumont - Waste Water  
 Treatment Plant  
 550 E 6th Street  
 Beaumont, CA 92223

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate# 15094836 issued on 7/10/2020)