

**WASTEWATER TREATMENT PLANT  
CHEMICAL SUPPLY AGREEMENT**

THIS WASTEWATER TREATMENT PLANT CHEMICAL SUPPLY AGREEMENT (“Agreement”) is made and effective as of the \_\_\_\_\_ 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 25% Concentration	\$2.50
Sodium Bisulfite 38% Concentration	\$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)**

**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 cursive script 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 Aguila, 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.



AS A DBA OF PACIFIC STAR CHEMICAL LLC

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 contact thru 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 200	\$ .99	GAL
				10	GAL/Batch	---		GAL
Sodium Bisulfite	25%**	Tank	1550	0.5	GPH	360	\$2.50	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%.



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 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
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- \*Sodium Hypochlorite does not include California Mill Assessment tax currently at 2.175%.

# Northstar<sup>★</sup>Chemical

Safe. Trustworthy. Dependable.



## NORTHSTAR PRODUCTS

INDUSTRIAL PRODUCTS	SPECIALTY PRODUCTS	WATER TREATMENT PRODUCTS
Sodium Hydroxide Potassium Hydroxide Hydrochloric Acid Nitric Acid Phosphoric Acid Sulfuric Acid Sodium Hypochlorite Sodium Bisulfite Calcium Chloride Aqua Ammonia	Citric Acid Potassium Sorbate Acid and Alkali Blends Chelated Caustics CIP Cleaner Foam Cleaner Sanitizer Packaged Additives and Ingredients Custom Blended 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*

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- 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*

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**EXHIBIT "C"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS A**

**(insert behind this page)**