

ORIGINAL



PUBLIC WORKS DEPARTMENT

CONTRACT DOCUMENTS

FOR

2019 Chemical Purchase and Service

**(Contract Extension No. 7 to
WS-724 2012 Chemical Purchase and Service)**

**CITY PROJECT NUMBER:
WS-724**

CONTRACT

This AGREEMENT, made and entered into this 26 day of April, 2019,
between the City of Camas under and by virtue of Title 35 RCW (cities and towns), as
amended and, NORTHSTAR CHEMICALS, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached
and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and
equipment for the 2019 Chemical Purchase and Service, City of Camas Project No. WS-
724 (Contract Extension No. 7 to WS-724 2012 Chemical Purchase and Service), for the
period commencing June 1, 2019, through May 31, 2020, in accordance with and as
described in the plans and specifications, and the standard specifications of the
Washington State Department of Transportation which are by the reference incorporated
herein and made part hereof and, shall perform any changes in the work in accord with
the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work
and labor, of any sort whatsoever that may be required for the transfer of materials and
for constructing and completing the work provided for in these Contract Documents
except those items mentioned therein to be furnished by the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to
employ, and does employ the Contractor to provide the materials and to do and cause to
be done the above described work and to complete and finish the same in accord with the
attached plans and specifications and the terms and conditions herein contained and
hereby contracts to pay for the same according to the attached specifications and the
schedule of unit or itemized prices at the time and in manner and upon the conditions
provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors,
administrators, successors, assigns, does hereby agree to the full performance of all the
covenants herein contained upon the part of the Contractor.

IV. The Contractor shall defend, indemnify and hold the City of Camas, its
officers, officials, employees and volunteers harmless from any and all claims, injuries,
damages, losses or suits including attorney fees, arising out of or in connection with the
performance of this Agreement, except for injuries and damages caused by the sole
negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

V. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. When applicable, the Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective April 24, 2019.

VII. See Exhibit A, attached hereto and by this reference incorporated herein. Northstar Chemical, Inc., quote dated April 24, 2019, the price-per-pound of Sodium Hydroxide-25% Solution shall be \$0.0940 per pound (price is good for short loads as well).

VIII. Upon thirty (30) day written notification by the Contractor, the City of Camas will consider any proposed price change. The notification shall include proof of market change. Any proposed price change shall be capped at \$40.DST (\$0.0050/lb) during the contract period.

IX. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

X. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XI. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

XII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor April 26, 2019.

NORTHSTAR CHEMICAL, INC.

14200 SW Tualatin-Sherwood Rd

Sherwood, OR 97140

Darren Hergut
Contractor

Executed by the Local Agency _____, 20____.

Steve Wall
Public Works Director

Approved as to Form _____
City of Camas Attorney



EXHIBIT: A

PAGE: 1 OF 2

April 24, 2019

APPROVED BY & DATE: SA
4-24-19

Mr. Sam Adams
Utility Manager
1620 SE 8th Street
Camas, WA 98607

Subject: Contract Extension No.7 for
 2012 Chemical Purchase and Service
 City Project: WS-724

Dear Sam,

Regarding City of Camas Project: WS-724, Northstar Chemical welcomes the opportunity to extend the chemical purchase and service agreement for sodium hydroxide 25%, details for the proposed extension are as follows:

| | |
|---------------------|---|
| Product: | Sodium Hydroxide-25% Solution |
| FOB: | Camas, WA |
| Price: | \$0.0940 per pound (price is good for short loads as well) |
| Period: | June 1, 2019 through May 31, 2020 |
| Freight: | Included (with current fuel surcharge) |
| Taxes: | Included |
| Adjustments: | Northstar proposes a \$40/DST (\$0.0050/lb) cap during the contract period in the event of market change; any proposed price change would be accompanied with 30-day notification and proof of market change |

Extension Date: **Conclusion of Contract Extension No. 6**

Notes:

1. Pricing is firm through September 31, 2019
2. Caustic Soda (sodium hydroxide) will be delivered on NCI equipment.
3. Current terms and conditions apply

Thank you again for the opportunity to extend this contract, should you have any additional questions please contact me at dhergert@northstarchemical.com or (503) 913-2164

Cordially,

Darren Hergert

Northstar Chemical, Inc.

Cc: Ms. Charrie Kafouros