



## Contract Purchase Agreement 3001229

### Supplier Details:

Company Univar Solutions USA Inc  
Contact Jennifer Perras  
Address 8201 S 212th St  
  
Kent, WA 98032

### Submit your response to:

Company City of Roseville  
Contact "Becky" Rebecca Philipp  
Address Purchasing Division  
2075 Hilltop Circle  
Roseville, CA 95747  
  
Phone (916) 774-5724  
Fax (916) 774-5736  
E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

- Sole proprietorship - By owner**
- Partnership - Any general partner**
- Corporation - Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

\*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

### Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3001229

Agreement	3001229
Agreement Date	03-JUN-2021
Revision	0
Agreement Amount	1,041,000.00 USD

Invoice To **City of Roseville**  
**Accounts Payable**  
**311 Vernon St**  
**ROSEVILLE CA 95678**

**Phone:** (916) 774-5488  
**Fax:** (916) 784-3796  
**Email:** accountspayable@roseville.ca.us

Supplier **Univar Solutions USA Inc**  
 8201 S 212th St

Kent, WA 98032  
**Phone:** (253) 872-5000  
**Fax:** ()  
**Email:** Jennifer.perras@univarsolutions.com

Description of Labor, equipment and/or materials: Provide sodium hydroxide solution (caustic soda) to various locations in Roseville on an as needed basis in accordance with all specifications, attachments and terms and conditions of BACC Bid No. 12-2021. Pricing: 50% sodium hydroxide \$436.44 per dry ton, 25% sodium hydroxide \$569.58 per dry ton. Deliveries to be made Monday - Friday between the hours of 7am - 3pm.

START DATE: UPON EXECUTED AGREEMENT  
 END DATE: 6/30/22

Please contact Jason Fick at 916- 746-1940 for questions regarding this contract.

\*Total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11543	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
		"Becky" Rebecca Philipp Phone 1-916-774-5724			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

### Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:  
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
  - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
  - b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
  - c. Additional Insureds. Contractor shall also provide a separate endorsement or

section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
- (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
  - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
  - f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
  - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
  - h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
  - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances

may result in monetary fines and cancellation of this Agreement. Refer to [www.roseville.ca.us/stormwater](http://www.roseville.ca.us/stormwater) for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all

relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00826087

Contractor License No. \_\_\_\_\_

DIR Registration No. 1900617807

Check mark the applicable company type below:

Corporation

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Partnership

\_\_\_\_\_ Sole Proprietor

*City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.  
General T&C  
REV 3/2/21 JS*

**ATTACHMENT A  
HUMAN RESOURCES/RISK MANAGEMENT DIVISION  
INSURANCE REQUIREMENTS  
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

**General - Required Coverage/Documentation**

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory \*Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

**Additional Liability/Insurance Requirements if required by Agreement (and marked below):**

**Construction: \_\_\_\_\_**  
General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate

**Design Professional: \_\_\_\_\_**  
General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate  
Professional Liability:  
\$2 Million/occurrence

**Professional Consultant: \_\_\_\_\_**  
Professional Liability:  
\$1 Million/occurrence

**IT Services: \_\_\_\_\_**  
Professional Liability:  
\$1 Million/occurrence  
No auto required

**Hazardous Materials: \_\_\_\_\_**  
Pollution Liability:  
\$1 Million/occurrence

**Special Events/Caterers-Vendors: \_\_\_\_\_**  
No auto required  
No workers' comp required

**Professional Counseling/ Psychological: \_\_\_\_\_**  
Professional Liability:  
\$1 Million/occurrence  
No auto required

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**Pyrotechnics: \_\_\_\_\_**

General Liability:  
\$5 Million/occurrence  
\$10 Million aggregate  
Auto - \$2 Million/occurrence

**Chemical/Environmental: \_\_X\_\_**

General Liability:  
\$3 Million/occurrence  
\$6 Million aggregate  
Pollution – \$2 Million/Occurrence  
Auto - \$2 Million/Occurrence

**Insurance Submission Process**

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.


**How It Works**

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to [roseville@ebix.com](mailto:roseville@ebix.com) or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

**Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239**

**Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202**

Supplier	
Signature:	
Print Name:	Shawnasey McCarthy
Title:	Municipal Commercial Manager

Supplier	
Signature:	
Print Name:	Joe Stanaway
Title:	Regional Vice President

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

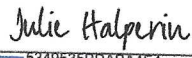


**CERTIFICATE OF CORPORATE ASSISTANT SECRETARY**

I, Julie Halperin, hereby certify that:

1. I am a duly elected, qualified and acting Corporate Assistant Secretary of Univar Solutions USA Inc., a Washington corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. Pursuant to the Company's Delegation of Authority Policy, Shawnasey McCarthy, Municipal Commercial Manager has the authority to execute the Contractual Award, and Joe Stanaway, Regional Vice President Attest for "Sodium Hydroxide Solutions (Caustic Soad)" by and between the Company and the City of Roseville, California. Changes to a contract will need to be re-authorized via the Company's contract approval procedures.

IN WITNESS WHEREOF, I have executed this Certificate of Corporate Assistant Secretary of the Company this 1<sup>st</sup> day of June 2021.

DocuSigned by:  
  
 5349535BDABA4E4...  
 Julie Halperin, Corporate Assistant Secretary

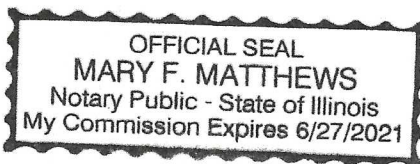
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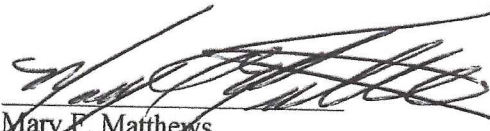
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County of DuPage )

This Secretary Certificate was signed and sworn to before me on this 1<sup>st</sup> day of June 2021 by Julie Halperin, Assistant Secretary of Univar Solutions USA Inc.

(Seal)



  
 Mary F. Matthews  
 Notary Public  
 My commission expires June 27, 2021