

FIRST AMENDMENT TO AGREEMENT FOR SUPPLIES AND SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 1st day of July, 2022, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Univar Solutions USA, Inc., a Washington Corporation, whose address of record is 8201 S. 212th Street, Kent, Washington 98032, ("Vendor").

WHEREAS, City requires the supply and delivery of sodium fluoride; and,

WHEREAS, City and Vendor have previously entered into an Agreement for Supplies and Services ("Agreement") dated May 17, 2021; and,

WHEREAS, City and Vendor desire to amend said Agreement to exercise the first option to renew and provide for additional compensation.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 24, "FIRST OPTION TO RENEW," is hereby added to the Agreement to read as follows:

"SECTION 24. FIRST OPTION TO RENEW. The City and Vendor desire to exercise the option to renew the Agreement for one (1) additional year pursuant to Section 3, 'Term of Agreement'. The term of this first renewal shall be from July 1, 2022 to June 30, 2023."

2. Section 25, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 25. ADDITIONAL COMPENSATION. City shall pay to Vendor the not to exceed additional sum of One Hundred Fifty Thousand Dollars (\$150,000.00) for supply and delivery of sodium fluoride through Fiscal Year 2022-2023 at the amended unit price listed on Exhibit 1."

3. Except as herein amended, the Agreement dated May 17, 2021, shall remain in full force and effect.

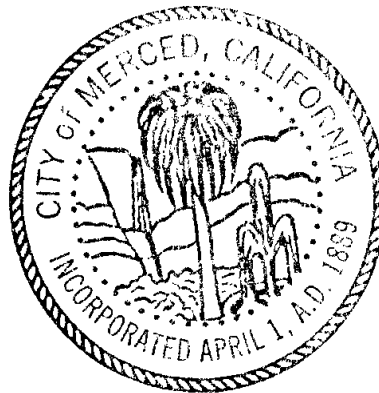
IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: Stephanie Dietz
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: Janice Langer
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: [Signature] 6/2/2022
City Attorney Date

301557
ACCOUNT DATA: PO#145202

BY: [Signature] 7/20/22
Verified by Finance Officer V-17444
Funds available. OK 7/16/22
557-1106-532-25-00
Not to exceed \$150,000.00 PZ 7/19/22

VENDOR
UNIVAR SOLUTIONS USA, INC.,
A Washington Corporation

BY: Shawnsey
(Signature)

Shawnsey
(Typed Name)

Its: Municipal Commercial Manager
(Title)

BY: Joseph P. Staraway
(Signature)

Joseph P. Staraway
(Typed Name)

Its: Regional Vice President
(Title)

Taxpayer I.D. No. 91-1347935

ADDRESS: 8201 S. 212th Street
Kent, WA 98032

TELEPHONE: (253) 872-5040

FAX: (853) 872-5041

E-MAIL:

Jennifer.perras@univarsolutions.com

Univar Solutions USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



April 26, 2022

City of Merced
Purchasing Division
2525 O St.
Merced, CA 95340

RE: Renewal for Supply of Sodium Fluoride 03252021

Dear Julio;

Univar Solutions USA Inc. is pleased to offer the following renewal price for the Sodium Fluoride contract.

CHEMICAL	QUANTITY	RENEWAL PRICE	UNIT	MIN. ORDER REQUIREMENT?	COMMENTS
16172683 Sodium Fluoride NSF grade	Per Original agreement	\$2.15	Pounds Delivered	Per Original Agreement	Price increased due to market.

Univar will hold this pricing firm for the renewal term of June 18, 2022-June 17, 2023.

All other information presented with/within the original bid/offer, including the agreed upon terms, conditions etc. remain the same.

Thank you for the opportunity to extend the current contract and to continue to supply the City of Merced. We very much appreciate it.

Sincerely,

Jennifer Perras

Municipal Specialist
Western Region

Univar Solutions USA Inc.

P – (253) 872-5000

F – (253) 872-5041

jennifer.perras@univarsolutions.com

Muniteam-west@univarsolutions.com

www.univar.com

EXHIBIT 1

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing