

**PURCHASE AGREEMENT  
BY AND BETWEEN  
THE CITY OF LOMPOC AND  
IMERYS MINERALS FILTRATION, INC.**

**THIS PURCHASE AGREEMENT** ("Agreement") is executed this \_\_\_\_\_ day of ~~November, 2025~~, 2026 ("Effective Date"), by and between the CITY OF LOMPOC, a California municipal corporation ("City"), and Imerys Minerals Filtration, Inc., a ~~Delaware~~ corporation ("Seller"). City and Seller may be referred to, sometimes individually or collectively, as "Party" or "Parties."

**1. Purchase and Sale of Goods.** On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the Diatomaceous Earth described herein and specified in Exhibit "A" attached hereto and incorporated herein by this reference ("Goods"), for the total purchase price ("Purchase Price") set forth in Section 3.

**2. Description of Goods.** The Goods being sold by Seller to City consist of approximately 260-270 tons per year of Diatomaceous Earth for use as a filter medium for potable water treatment, delivered in bulk (1,000 lb.) bags and 50 lb. bags, as further described and as specified in Exhibit "A" and the City's Invitation to Bid No. 3104, attached hereto and incorporated herein by reference.

**3. Purchase Price.** The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery is not to exceed Five Hundred Forty-Eight Thousand, One Hundred Dollars and No Cents (\$548,100.00), as provided in further detail in Exhibit "A."

**4. Term.** The term of this Agreement shall be three (3) years beginning on the Effective Date, with an option to extend for two (2) additional years upon the mutual agreement of the Parties in writing, at the same price and pursuant to the same terms and conditions. In addition to the option two-year extension, the City reserves the right to extend this Agreement for up to an additional ninety (90) days at the end of the original term or the extension term in the sole discretion of the City for any reason.

**5. Representations and Warranties of Seller.** Seller makes the following representations and warranties to City:

**5.1. Authority and Consents.** Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Seller's execution, delivery, and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

**5.2. Title and Operating Condition.** Seller has good and marketable title to the Goods. The Goods are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Goods free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. The Goods are in conformity with the manufacturer's specifications, ~~descriptions, representations and warranties.~~ included with its bid. Seller is aware that City is purchasing the Goods for use in City's operations and that City is relying on ~~Seller's warranties that the Goods are fit for this purpose and the ordinary purposes for which the Goods are normally used.~~ the information provided by Seller in its bid. Supplier agrees to notify the City immediately if, at any time during the Agreement Term, the Goods sold to the City under this Agreement fail to comply with the ANSI/NSF 60 certification requirements. Failure to comply with this certification requirement may result in termination of the Agreement.

THE FOREGOING WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WRITTEN, ORAL, EXPRESS, OR IMPLIED WARRANTIES. SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT.

**6. Time of Delivery.** The date and time of delivery of the Goods shall be no later than 30 days following issuance of a Notice to Proceed/Order by City's Contract Officer, or if elected by the City's Contract Officer, as otherwise requested by the City, during City's business hours which are Sunday through Saturday, 7:00 am to 4:00 pm. In the latter case, City will provide Seller with a scheduled delivery date for the site listed in Section 7.

**7. Place of Delivery.** The Goods shall be delivered to Water Treatment Plant, 601 East North Avenue, Lompoc, CA 93436.

**8. Title and Risk of Loss; Payment and Invoicing.** Title to and the risk of loss, damage and destruction of the Goods shall remain with the Seller until after inspection and acceptance of the Goods by City, and payment by City of the Purchase Price. Seller shall invoice City in the amount of the Purchase Price for purchase of the Goods, and City shall remit payment by no later than forty-five (45) days after City's acceptance of the Goods.

**9. Inspection.** After delivery of the Goods, City shall inspect the Goods within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objections, unless City intends to accept the Goods in whole, in which case no notice will be necessary. Acceptance of the Goods, whether in whole or in part, shall not be deemed a waiver of any defects identified by the City, nor any defects later discovered by the City, and specified to the Seller in writing.

**10. No Replacements or Cures.** This Agreement calls for strict compliance. Seller expressly agrees that both the Goods tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Goods or any part thereof, City may, but is not required to, accept any substitute performance from Seller or engage in subsequent efforts to effect a cure of the original tender by Seller.

**11. Insurance Coverage.**

**11.1 Types of Coverage.** Seller shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

**(a) Commercial General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

**(b) Workers' Compensation and Employer's Liability Insurance.** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Seller against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Seller in the course of carrying out the work or services contemplated in this Agreement.

**(c) Automotive Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than a combined single limit of liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

**(d) Subcontractors.** Seller shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**(e) Broader Coverages and Higher Limits.** Notwithstanding anything else herein to the contrary, if Seller maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Seller.

**11.2 General Insurance Requirements.** All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Seller's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, Seller shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Contract Officer. No work or services under this Agreement shall commence until Seller has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

**12. Indemnification- and Limitation of Liability.** Seller agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, costs and liability of any kind or nature (including reasonable attorney's fees) which the City, its officers, officials, employees, agents or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property (i) arising out of or from the Goods or delivery of the Goods, and (ii) to the extent arising from (a) Seller's negligent acts, omissions or willful misconduct, (b) Seller's ownership or possession of the Goods during any period ending on or prior to the Effective Date, (c) Seller's replacement of the Goods or any part thereof pursuant to this Agreement, and (d) Seller's breach of any of its representations, warranties or covenants under this Agreement.

Notwithstanding anything contained in this Agreement and to the maximum extent permitted by law, and except for liability arising under Contractor's obligation to indemnify the City and obligation to replace non-conforming Goods, City agrees that Seller's liability to City for any and all causes of action including, but not limited to contribution asserted by the City, is limited to and shall in no event exceed the greater of four (4) times the Purchase Price or the coverage limitations of insurance required in this Agreement.

**13. Remedies.** The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity. Without limiting the generality of the foregoing, Seller agrees that if there is any defect in the Goods, (defined as the Goods not conforming to the specifications included with Seller's bid), as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods without delay or cost to the City. In the event of Seller's failure to replace the Goods within ten (10) calendar days (except that Seller will agree to provide minimum quantities of replacement Goods where needed by City to avoid a plant shutdown within forty-eight (48) hours) after being notified of such defects, City is hereby authorized to contract with another party for the purchase of replacement of Goods, and Seller shall reimburse City for all such costs immediately upon demand.

**14. Survival of Representations and Warranties.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

**15. Assignment.** This Agreement may not be assigned by Seller without the express written consent of City. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it and their respective heirs, legal representatives, successors and assigns. All Goods manufacturer's warranties shall be assigned to and turned over to the City.

**16. Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

**17. Entire Agreement: Modification: Waiver.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, whether oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

**18. Contract Officer.** \_\_\_\_\_, Devon Willams, Purchasing & Materials Manager, or such person as may be designated by the City Manager is hereby designated as being the representative of the City authorized to act on its behalf with respect to this Agreement and to make all decisions in connection therewith ("Contract Officer").



Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

**20. Warranty and Representation of Non-Collusion.** No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Seller warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Seller's Authorized Initials \_\_\_\_\_

**21. Effects of Headings.** The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

**22. Counterparts.** This Agreement may be executed simultaneously 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. Facsimile and electronic signatures shall be deemed the same as original signatures.

**23. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

**24. Termination.** City may terminate this Agreement for convenience prior to delivery of the Goods and City's payment of the Purchase Price therefor as set forth herein. Additionally, in the event that Seller breaches any requirement of this Agreement or otherwise fails to deliver Goods in accordance with this Agreement, Seller shall be considered in default. In the event Seller's default, the City may give notice to Seller of the default and the reasons for the default. The notice shall include the timeframe in

which Seller may cure the default. This timeframe is presumptively ten (10) days, but may be extended, in the City's reasonable discretion. During the period of time that Seller is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Seller does not cure the default, the City may terminate this Agreement upon provision of notice in writing stating the termination date and without providing any further opportunity to cure. Any failure on the part of the City to give notice of the Seller's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement. In the event of any termination, City agrees to pay Seller for Goods delivered and accepted prior to the date of termination.

**25. Venue.** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Santa Barbara County, California.

**26. Entire Agreement.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Seller and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. In the event of a conflict between the Agreement and the Exhibits attached hereto, the Agreement shall control over any conflicting term in the Exhibits.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed in on the day and year first above written.

**CITY OF LOMPOC**  
a municipal corporation

BY: \_\_\_\_\_  
Dean Albro, City Manager

**ATTEST:**  
\_\_\_\_\_  
Stacey Haddon, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Jeff Malawy, City Attorney

**SELLER:**  
BY: \_\_\_\_\_

Its \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

Its \_\_\_\_\_

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

**EXHIBIT A**

**DESCRIPTION OF GOODS AND PRICING**

Quantity Per Year	DESCRIPTION	UNIT PRICE	Extension
240 Tons	Diatomaceous Earth (D.E.) packaged in 1000 lb bags Price per bag: \$	\$ 600.00 Celite 545	\$.30 per pound \$300.00 per bag
30 Tons	Diatomaceous Earth (D.E.) packaged in 50 lb bags Price per bag: \$	\$800.00 Celite Standard Super-Cel	\$.40 per pound \$20.00 per Bag
14 Shipments	Exact Freight Charges per shipment of 20 tons (no estimates allowed)	\$ 350.00 estimate	\$350.00 estimate
	Maximum Shipment: Each shipment shall not exceed 23 Tons, to consist of no more than two (2) 1000-lb. Bags or 27 50-lb. bags per pallet. Indicate your maximum shipment:	20 Tons and 20 pallets	
	20	20	
	Tons	Pallets	
	Other charges – Itemize with bid		
	480,000 pounds = 480 bulk bags = \$144,000 60,000 pounds = 1,200 paper bags = \$24,000		
	Subtotal	\$168,000	
	Sales Tax @8.75%	\$14,700	
	Total of all Diatomaceous Earth	\$182,700	
Name and/or No. of D.E.	Celite 545 and Celite Standard Super-Cel		

**TOTAL BASE BID IN WORDS:**

**FIVE HUNDRED FORTY-EIGHT THOUSAND, ONE HUNDRED DOLLARS (\$548,100)**

**TOTAL CONTRACT AMOUNT FOR INITIAL THREE-YEAR TERM:**

**FIVE HUNDRED FORTY-EIGHT THOUSAND, ONE HUNDRED DOLLARS (\$548,100)**

Delivery Frequency: Contractor to deliver 20 ton deliveries as described above every \_\_\_\_, unless otherwise directed by the City in writing. A writing for purposes of scheduling or cancelling deliveries may be submitted by e-mail or other appropriate means.

**EXHIBIT B**

**INVITATION TO BID NO. 3104**

**EXHIBIT C**  
**SELLER'S BID**