SUPPLY AGREEMENT NO. 7223

50% Liquid Caustic Soda Solution

THIS **50% Liquid Caustic Soda Solution Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Brenntag Southwest, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide 50% Liquid Caustic Soda Solution in response to Request for Bid No. **7223** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Contractor's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor shall provide 50% Liquid Caustic Soda Solution in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.

2. **Term.**

   (A) The term of this Agreement is one year beginning on the date executed by the City. The parties may mutually renew the term of this Agreement for up to one additional one year period(s) (each an "Option Term"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Term.

   (B) At the end of the term of this Agreement or the final Option Term, the Agreement may, at the request of the City prior to expiration of the Term or final Option Term, continue on a month-to-month basis for up to six months, with compensation based on the applicable pro rata monthly amount of the total amount stated in section 3 of this Agreement. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Term. During the month-to-month term, either party may terminate the Agreement upon 30 days' advance written notice to the other party.

3. **Compensation and Payment.** This Agreement is for an amount not to exceed $3,355,560.00, subject to approved amendments and changes. Payment will be

made for goods delivered and accepted by the City within 30 days of completion, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Quote/Bid/Pricing Schedule, as shown in **Attachment B**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, TX 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Diana Zertuche Garza, Contract/Funds Administrator
Corpus Christi Water
Phone: 361-826-1827
Email: dianag@corpuschristitx.gov

5. **Insurance.** Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in **Attachment C**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of products to be provided by the Contractor over a period of time, the City shall exercise its right to specify time, place, and quantity of products to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized employee of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Contractor until such time as the products are delivered and accepted by the City.

7. **Inspection and Acceptance.** City may inspect all products supplied before acceptance. Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Contractor, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. **Warranty.**

   (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

   (B) The specific warranty provisions applicable to this Agreement are stated in **Attachment D**, which is attached and incorporated by reference into this Agreement as if fully set out here in its entirety. Products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D.

9. **Quality/Quantity Adjustments.** Any quantities indicated on Attachment B are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Term. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator

10. **Non-Appropriation**. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in the City's fiscal budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as that determination and decision is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor shall perform the work required by this Agreement as an independent contractor and shall furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant, or employee of the Contractor be considered an employee of the City.

12. **Subcontractors.** In providing the goods, Contractor may not enter into subcontracts or utilize the services of subcontractors.

13. **Amendments.** This Agreement may be modified only in writing executed by an authorized representative of each party.

14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

15. **Taxes.** Reserved.

16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

    IF TO CITY:
    City of Corpus Christi
    Attn: Diana Zertuche Garza, Contract/Funds Administrator
    Corpus Christi Water
    2726 Holly Road, Corpus Christi, TX 78415
    Phone: 361-826-1827
    Fax: 361-826-7215

    IF TO CONTRACTOR:
    Brenntag Southwest, LLC
    Attn: W. Thomas Crain, Jr., President
    704 E. Wintergreen Rd., Lancaster, TX 75134
    Phone: 972-218-3500
    Fax: 972-218-3501

17. ***CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT***

ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) Termination for Cause. The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Termination for Convenience. Alternatively, the City may terminate this Agreement for convenience upon 30 days' advance written notice to the Contractor. In the event of a termination for convenience, the Contractor shall be compensated for all Services performed prior to the date of termination, and the City shall have no further obligation to the Contractor

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines and instructions, if any, for any equipment purchased by the City pursuant to this Agreement. Contractor shall provide such documentation upon delivery of the equipment and prior to receipt of the final payment by the City.

20. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation shown in section 3 of this Agreement. In no event shall the City be liable for incidental, consequential, or special damages.

21. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

22. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

23. **Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

    A. this Agreement (excluding attachments and exhibits);
    B. its attachments;
    C. the bid solicitation document including any addenda (Exhibit 1); then,
    D. the Contractor's bid response (Exhibit 2).

24. **Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by law.

25. **Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such forum and venue for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of $100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

26. **Public Information Act Requirements.** This clause applies only to agreements that have a stated expenditure of at least $1,000,000 or that result in the expenditure of at least $1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior

negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature: W. Thomas Crain Jr.
Tom Crain (Jul 1, 2026 16:48:21 CDT)

Printed Name: Tom Crain

Title: President

Date: 07/01/2026

CITY OF CORPUS CHRISTI

____

Clarissa Johnson

Interim Assistant Director - Contracts & Procurement

Date: ________________________

Reviewed by:

Clayton Smith
Clayton Smith (Jun 29, 2026 17:22:39 CDT) 06/29/2026

Contracts Manager Date

Attached and Incorporated by Reference:
Attachment A: Scope of Work
Attachment B: Quote/Bid/Pricing Schedule
Attachment C: Insurance Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:
Exhibit 1: RFB No. 7223
Exhibit 2: Contractor's Bid Response

Attachment A: Scope of Work

1.1 General Requirements/Background Information

A. The Contractor shall provide 50% Liquid Caustic Soda solution, also known as Sodium Hydroxide, on an as-needed basis, to be used at O.N. Stevens Water Treatment Plant (ONSWTP).

B. The Liquid Caustic Soda will be used for pH adjustment in the treatment process.

1.2 Scope of Work

A. The Liquid Caustic Soda solution delivered under this agreement will meet the following specifications:

B.

Chemical Properties	Units	Specifications
Sodium Hydroxide (NaOH)	wt.%	48.0-52.0
Sodium Oxide (Na2O)	wt.%	38.3-39.57
Sodium Carbonate (Na2CO3)	wt.%	<0.15
Sodium Chloride	Ppm	100.0 maximum
Sodium Chlorate	Ppm	50.0 maximum
Iron as Fe	Ppm	5.0 maximum
Appearance	n.a	Clear Liquid
Specific Gravity	g/mL	1.52-1.54
Density	lb./gal	12.76

C. Liquid Caustic Soda Solution (Sodium Hydroxide Solution) – 50%

D. The Liquid Caustic Soda must comply with American National Standards Institute (ANSI)/National Sanitation Foundation (NSF) Institute Standard for Drinking Water Treatment Chemical – Health effects, ANSI/NSF 60. It is the responsibility of the Contractor to inform the CCW (within 24 hours from the time of verbal or written notification to Contractor) that its certification has been revoked or lapsed. Loss of NSF certifications constitutes grounds for immediate termination of the liquid caustic soda solution contract.

E. The liquid caustic soda must comply with American National Standards Institute (ANSI)/American Water Works Association (AWWA) standard for sodium hydroxide (Caustic Soda) B501-19.

1.3 Delivery and Weighing Requirements

A. The Contractor shall deliver Liquid Caustic Soda in approximately 25-ton tank trucks to the O.N. Stevens Water Treatment Plant, 13101 Leopard St., Corpus Christi, TX 78410.

B. The Contractor shall provide an affidavit of compliance stating that at the time of loading, the chemicals furnished under the release order comply with all applicable requirements to CCW, Plant Superintendent, 13101 Leopard St., Corpus Christi, TX 78410.

C. The Contractor must provide a chemical analysis for each chemical shipment (Certificate of Analysis, including lot number and production date). The chemical analysis must include the parameters specified.

D. Each chemical shipment must be weighed by local certified scales before delivery to and after unloading at the ONSWTP. The truck driver must deliver a legible chemical shipment weight ticket to the CCW Plant Superintendent at 13101 Leopard St., Corpus Christi, TX 78410.

E. Deliveries will be made Monday through Friday, 8:00 am to 5:00 pm, unless an emergency arises, at which time the plant supervision may approve after-hour deliveries.

F. Any chemical supplied must comply with all requirements and standards of the Occupational Safety and Health Act (OSHA). The Contractor must provide all appropriate chemical and warning markings before delivery. The superintendent/Contract Administrator may reject items that do not meet OSHA specifications. All appropriate markings must be in place before delivery. Items that do not meet OSHA specifications will be refused.

G. Any unloading time in excess of two hours, which is directly attributable to the City, will be paid for at the unit price bid "Unloading Delays", rounded and prorated to the nearest quarter hour. This amount shall be included on the invoice for that particular load.

1.4 OSHA and Training

A. The Contractor must comply with drug and alcohol testing, education, and training programs that comply with U.S. Department of Transportation regulations 49CFR, Parts 382 and 40.

B. The Contractor must execute a certification of compliance with U.S. Department of Transportation regulations 49CFR, Parts 382 and 40, and provide a copy to the Contract Administrator on a quarterly basis beginning with the first chemical shipment.

1.5 Ownership

The City's ownership of the Liquid Caustic Soda shall begin, and the Supplier's ownership shall cease upon the unloading of the chemical at the ONSWTP.

1.6 Invoicing

A. The Contractor shall be responsible for mailing a legible copy of each chemical shipment on local certified weight tickets, chemical analysis, and bill of lading with each invoice within five business days of delivery of the chemical. Payments to the Contractor will not be processed unless this requirement is met.

B. The Contractor shall submit an itemized invoice for payment, which will include the following:
   1. Supply Agreement and/or Purchase Order
   2. Ship to: Local Name and Address
   3. Invoice number and Bill of Lading number
   4. Ordered by: Include Name of ONSWTP employee
   5. Shipping date and Invoice date
   6. Quantity, unit price, and total price

Attachment B: Bid/Pricing Schedule

CITY OF CORPUS CHRISTI
FINANCE AND PROCUREMENT
BID FORM

RFB No. 7223
50% Liquid Caustic Soda Solution

Date: June 17, 2026

Bidder: Brenntag Southwest, LLC

Authorized Signature: W. Thomas Craven Jr.

1. **Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing the bid.**
2. **Quote your best price for each item.**
3. **In submitting this bid, Bidder certifies that:**
   a) The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition concerning prices.
   b) Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with the City's Finance and Procurement office, pursuant to the Code of Ordinances, is current and true.
   c) Bidder is current with all taxes due, and the company is in good standing with all applicable governmental agencies.
   d) Bidder acknowledges receipt and review of all addenda for this RFB.
   e) Bidder acknowledges that in the event of a discrepancy between the unit price and the total price, the unit price will govern, and the City reserves the right to recalculate the total.

Item	Description	UNIT	QTY	Unit Price	Total Price
1	50% Liquid Caustic Soda Solution	Wet Tons	10,750	$312.00/Wet Ton	$3,354,000.00
2	Unloading Delay	HR	13	$120.00/Hr	$1,560.00
Total					$3,355,560.00

Attachment C: Insurance and Bond Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.

B. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General Liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	**MINIMUM INSURANCE COVERAGE**
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory $500,000 /$500,000 /$500,000
POLLUTION LIABILITY Including: 1. Sudden and Accidental 2. Cleanup and Remediation	$1,000,000 Per Occurrence

C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.

E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Bond not required for this agreement.

Attachment D: Warranty Requirements

No warranty is required for this supply agreement.