



SUPPLY AGREEMENT NO. 6833

Liquid Chlorine in 90-ton Rail Car

THIS **Liquid Chlorine in 90-ton Rail Car Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Brenntag Southwest, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Liquid Chlorine in 90-ton Rail Car in response to Request for Bid No. **6833** ("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 Liquid Chlorine in 90-ton Rail Car 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 provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to one additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the term or final Option Period, continue on a month-to-month basis for up to six months with compensation at the appropriate pro rata amount, based on the amount listed in Attachment B, for the month-to-month term. 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 Period. 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 \$1,887,360.00, subject to approved amendments and changes. Payment will be made for Goods delivered and accepted by the City within 30 days of the invoice date, 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
361-826-1827
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 will 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 the Contractor receives the signed purchase release

order, following which the products must be delivered and are subject to acceptance 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, 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) In addition, the 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. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

- 9. Quality/Quantity Adjustments.** Any quantities indicated on the Quote/Bid/Pricing Schedule 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 Period. 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 said 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 the determination 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 will 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 will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing and 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
2726 Holly Road, Corpus Christi, TX 78415
Phone: 361-826-1827
Fax: 361-826-7215

IF TO CONTRACTOR:

Brenntag Southwest, Inc.
Attn: W. Thomas Crain, Jr.
704 E. Wintergreen Road, 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) 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) Alternatively, the City may terminate this Agreement for convenience upon 30 days' advance written notice 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 or instructions if available for any goods purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such goods and prior to receipt of the final payment by the City.

20. Limitation of Liability. Each party'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 either party 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 paragraph 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.

Brenntag Southwest, Inc.

Signature: Tom Crain
Tom Crain (Nov 26, 2025 09:49:18 CST)

Printed Name: Tom Crain

Title: President

Date: 11/26/2025

CITY OF CORPUS CHRISTI

Rachel Erben	Date
Assistant Director - Contracts & Procurement	

Reviewed by:

<u>Nora Vargas</u> <small>Nora Vargas (Nov 25, 2025 14:40:49 CST)</small>	11/25/2025
Purchasing 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. 6833
 - Exhibit 2: Contractor's Bid Response



Attachment A: Scope of Work

1.1 General Requirements/Background Information

- A. The Contractor shall supply liquid chlorine in 90-ton rail cars on an as-needed basis. Liquid chlorine is defined as a the commercially available form of liquified elemental chlorine gas for tank cars.
- B. The liquid chlorine will be used in the treatment of potable (drinking) water.
- C. The liquid must conform to:
 - 1. American National Standards Institute (ANSI)/American Water Works Association Standards for Liquid Chlorine (AWWA) B301-24 or latest revision
 - 2. American National Standards Institute/National Sanitation Foundation Institute Standards for Drinking Water Treatment Chemical – Health Effects, ANSI/NSF 60 or latest revision
 - 3. Conformance to ANSI/NSF 60 or the latest revision shall be obtained by certification of this product by an agency recognized by the Texas Commission on Environmental Quality

1.2 Liquid Chlorine Manufacturer

- A. The Contractor shall supply liquid chlorine from the manufacturer mentioned in the Bid Form. If the Contractor decides to change the manufacturer during the term of the contract, the Contractor must submit a liquid chlorine report to the City's Contract Administrator for approval, as per the specification.
- B. The Contractor shall give a minimum of 30 days to the City to approve the new liquid chlorine manufacturer. The Contractor shall continue with the current manufacturer until the new manufacturer gets approved.
- C. The City has the right to return the rail car if the Contractor sends the liquid chlorine from an unapproved manufacturer that does not match what was listed on the bid form, or if the City determines the condition of the rail car could create potentially hazardous conditions. The Contractor shall replace the rail car within the timeline established by the City's Contract Administrator.

1.3 Delivery

- A. The City will place orders for liquid chlorine in 90-ton rail cars at approximately 30-day intervals throughout the contract period. However, in the event of unforeseen circumstances, the City may order additional rail cars or refrain from placing an order in a month.
- B. The Contractor shall deliver the liquid chlorine with a lead time of less than or equal to 21 days. In unusual circumstances, the CCW will accept a lead time of 30 days.
- C. Delivery is to be made in a rail car to O.N. Stevens Water Treatment Plant (ONSWTP) Railroad Spur, 13101 Leopard Street, Corpus Christi, TX 78410. Delivery hours are to be determined by the Contractor and the rail company.
- D. A Safety Data Sheet (SDS) must be provided to the City prior to shipping the liquid chlorine, and along with the product.
- E. The Contractor shall provide an affidavit of compliance, by manufacturer, stating that at the time of loading, the liquid chlorine furnished under the release order complies with all applicable requirements of ANSI/AWWA B301-24 and ANSI/NSF 60 shall be provided to the City's Plant Manager, 13101 Leopard Street, Corpus Christi, TX 78410.

1.4 Ownership

Upon arrival and acceptance of the liquid chlorine rail cars at the unloading rack at the ONSWTP, the City's ownership begins, and the Contractor's ownership ceases.

1.5 Testing

The City of Corpus Christi reserves the right to have the product supplied tested at any time during the contract period. An independent laboratory would do such testing. Failure to meet the specification will result in the testing rate costs being paid by the Contractor.

1.6 Container

- A. The Contractor's shipping containers for liquid chlorine must conform to the standards of rail cars originating in the United States, regardless of the origin of the rail car.
 - 1. This includes Code of Federal Regulations, Title 49, Subtitle B, Chapter 1, Pipeline Hazardous Materials Safety Administration, Department of Transportation, Subchapter C-Hazardous Materials Regulations, Part

180. Continuing Qualification and Maintenance of Packaging
Subpart F. Qualification and Maintenance of Tank Cars, Section
180.509. Requirements for inspection and test of specification tank
cars.

2. This requirement must be understood and will be upheld by the City.

- B. Rail cars with secondary patches on the rail car's saddle within a reasonable amount and size will be allowed. If there are substantial patches, a report must be sent to ONSWTP from the rail car owner stating that the car has been inspected and complies with the standards applicable to rail cars originating in the United States, regardless of origin.
- C. Rail cars that do not meet satisfactory condition will be rejected and sent back to the Contractor at the Contractor's expense. The Contractor shall replace the acceptable rail car within the timeline established by the City's Contract Administrator. The City's Contract Administrator will establish the timeline based on the available inventory of liquid chlorine. The Contractor shall adhere to the timeline provided by the City's Contract Administrator during the term of the contract.
- D. The Contractor shall send containers that are reconditioned and maintained in accordance with the latest edition of "Container Procedure at Chlorine Packaging Plants" issued by the Chlorine Institute Inc. The Contractor shall carefully examine the container for leakage, damage, and corrosion before delivery.
- E. The Contractor shall provide NSF stamps with the company's name and NSF identifier on all documentation that is sent to ONSWTP.
- F. All chlorine containers must have legible tags securely attached, which, in addition to the information routinely furnished, shall indicate the following container history:
 - 1. Date of last visual inspection in accordance with Compressed Gas Association, Inc. standards
 - 2. Date the valves were overhauled
 - 3. Date the fuse plugs were tested and/or renewed
 - 4. Date the container was last cleaned

1.7 Inspection

The City of Corpus Christi reserves the right to make unannounced inspection of the Contractor's plant and facilities at any time, in order to ensure proper cleaning of chlorine containers and proper preventative maintenance and testing of chlorine containers and regulators.

1.8 Safety Measures

- A. The Contractor will be responsible for emergency service and/or normal maintenance.
- B. The Contractor shall assure that in case of an emergency condition, trained emergency crews and equipment must be made available on a 24-hour basis.
- C. The Contractor shall assure that in case of non-emergency condition, remedial maintenance shall be performed on existing problem within 24 hours of a receipt of maintenance problem call.



Attachment B - Bid/Pricing Schedule

CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

RFB No. 6833

Liquid Chlorine in 90-ton Rail Car

PAGE 1 OF 1

Date: November 19, 2025

Bidder: Brenntag Southwest, Inc.

Authorized
Signature:

W. Thomas Crean Jr.

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing 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 with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Liquid Chlorine in 90-ton Rail Car Manufacturer: <u>Occidental Chemical</u> Number of free days for rail car detention: <u>30</u>	Tons	1,440	\$1,294.00/Ton	\$1,863,360.00
2	Rail Car Detention Charge (after free days)	Days	240	\$100.00/Day	\$24,000.00
Total					\$1,887,360.00

Attachment C: Insurance and Bond Requirements

A. CONTRACTOR'S LIABILITY INSURANCE

1. 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.
2. Contractor must furnish to the City's Risk Manager and Contract Administer 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

3. 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.

B. ADDITIONAL REQUIREMENTS

1. 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.
2. 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.
3. 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

4. **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.
5. 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.

6. 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.
7. 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.
8. 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.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Bond Requirements:

No bond is required for this agreement.

2024 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

05/10/2024 Risk Management – Legal Dept.

Attachment D - Warranty Requirements

No manufacturer's warranty is required for this Agreement.