

SUPPLY AGREEMENT NO. 5394

Liquid Chlorine in Rail Car

THIS **Liquid Chlorine in 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 Rail Car in response to Request for Bid No. **5394** ("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 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.** 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 period ("Option Period"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
3. **Compensation and Payment.**

(A) This Agreement is for an amount not to exceed \$2,600,000.00, subject to approved extensions, increases and decreases in commodity pricing, and any changes mutually desired by both parties. All pricing must be in accordance with the attached 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.

(B) To provide certainty and for the avoidance of doubt, the pricing index to be used by the parties is stated in Attachment B, and the pricing methodology to be used is as follows:

- (1) For the term of this Agreement, the unit price of the products will be a fixed price that is adjusted quarterly. The price adjustment dates are April

1st, July 1st, October 1st, and January 1st of each calendar year (each being an "Adjustment Date"). A price adjustment calculation will be established on or about March 15th, June 15th, September 15th, and December 15th of each calendar year (each being an "Adjustment Calculation Date") for the new pricing term.

(2) The adjustment amount shall be calculated by the Contractor as follows:

(a) On the Adjustment Calculation Date, Contractor shall record the prices as shown on the I.H.S. Markit Chlor-Alkali USGC (United States Gulf Coast) contract price ("Monthly Price") for each month in the preceding quarter. A copy of the applicable pricing page from each report must be provided by the Contractor upon request of the Contract Administrator.

(b) On the Adjustment Calculation Date, Contractor shall calculate the price per liquid ton for the next quarterly pricing term of the Agreement by performing the following calculation:

Step 1: On the Adjustment Calculation Date, the Monthly Price low and high number for the preceding quarter shall be added together and divided by six (in order to average the index costs) to arrive at the new material averaged index price.

Step 2: The new material averaged index price will next have the previous material averaged index price subtracted from it in order to determine the change in cost of the material. The unit price will decrease or increase according to the cost change.

(3) Notice of a change in the unit price shall be provided by the Contractor to the City. For illustrative purposes, a pricing example is included, with "T" meaning a ton, as follows:

February 2023: material averaged index price for quarter is \$1,032/T

March, 2023: liquid material delivered to City is \$520/T

May, 2023: material averaged index price for quarter is \$1,082/T
 $\$1,082/T - \$1,032/T = \$50/T$ change in averaged index price for material

The new unit price, effective June 1, 2023, is the March 1st price of \$520/T + product price adjustment of \$50/T = new unit price of \$570/T.

(C) Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Any

amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

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, Texas 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
Corpus Christi Water
Phone: (361) 826-1627
Email: DianaZ@cctexas.com

- 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 agent 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) 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 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 and specifications are prohibited without the prior written approval of the Contract Administrator, including any such substitution or deviation which directly or indirectly pertains to any change in the manufacturer as required in the City's RFB for this product and as contained in the bid response submitted by Contractor; refer to Exhibit 1 of this Agreement.

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 said determination is within the City Council's sole discretion when adopting each budget.

11. Independent Contractor. Contractor will 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 executed by authorized representatives of both parties.

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.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
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, Contracts/Funds Administrator
13101 Leopard Street, Corpus Christi, TX 78410
Phone: (361) 826-1627
Fax: (361) 826-4495

IF TO CONTRACTOR:

Brenntag Southwest, Inc.
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 A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, 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. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner's Manual and Preventative Maintenance. Reserved; inapplicable.

20. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation listed 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 said statute.
- 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 form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 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.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

DocuSigned by:
Signature: W. Thomas Crain, Jr.
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Printed Name: W. Thomas Crain, Jr.
Title: President
Date: 2/6/2024

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance – Procurement
Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB No. 5394
- 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 as per Scope of work. Liquid chlorine defined as the commercially available form of liquefied elemental chlorine gas for tank cars.
- B. The liquid chlorine will be used in treatment of potable(drinking) water.
- C. The liquid chlorine must conform to:
 - 1. American National Standards Institute (ANSI) /American Water Works Association Standards for Liquid Chlorine (AWWA) B301-18 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 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. During the term of the contract, if the Contractor decides to change the manufacturer, then the Contractor shall submit liquid chlorine report by an approved laboratory according to specification ANSI/AWWA B301-18 or latest revision and Safety Data Sheet (SDS) to the Contract Administrator for approval.
- 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 your bid form, or if the City determines the condition of the railcar could create potentially hazardous conditions. The Contractor shall replace the rail car within the timeline established by the Contract Administrator.

1.3 Delivery

- A. The City will place orders for liquid chlorine in 90-ton rail cars at approximately 30 days intervals throughout the contract period. However, in case of unforeseen circumstances, the City may order extra cars or not place an order in a month.

- B. The Contractor shall deliver the material with a lead time of less than or equal to 21 days. In unusual circumstances, the City will accept a lead time of 30 days.
- C. Delivery is to be made in a rail car to the City of Corpus Christi O.N Stevens Water Treatment Plant (ONSWTP) Railroad Spur, 13101 Leopard St, Corpus Christi, Texas 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 product 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 B301-18 and ANSI/NSF 60 shall be provided to the City of Corpus Christi, Plant Manager, 13101 Leopard St, Corpus Christi, Texas 78410.

1.4 Ownership

City's ownership of the Liquid Chlorine in tank cars shall begin, and Contractor ownership shall cease, upon arrival and acceptance of the tank car at the unloading rack at the O.N. Stevens Water Treatment Plant.

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 specification shall result in the testing rate costs to be paid by the Contractor.

1.6 Container

- A. The Contractor shall supply Liquid Chlorine in railway tank cars.
- B. The Contractor shipping containers for Liquid chlorine shall conform to the standards to railcars originating in the United States regardless of origin of railcar.
 - 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.
- C. Railcars with secondary patches on the railcar'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 railcar owner stating that the car has been inspected

and complies with the standards applicable to railcars originating in the United States regardless of origin.

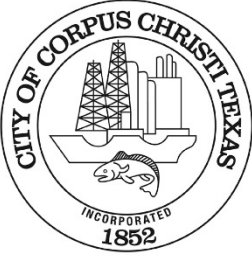
- D. Railcars that do not meet satisfactory condition will be rejected and sent back to the Contractor at the Contractor's expense. The Contractor shall replace the acceptable rail car within timeline established by the Contract Administrator. The Contract Administrator will establish the timeline depending on the inventory of the liquid chlorine. The Contractor must follow the timeline given by the Contract Administrator during the term of the contract.
- E. 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.
- F. The Contractor shall provide NSF stamps with the company's name and NSF identifier must be on all documentation that is sent to ONSWTP.
- G. All chlorine containers shall 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 emergency condition, trained emergency crews and equipment shall 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. 5394

Liquid Chlorine in Rail Car

Date: January 9, 2024Bidder: Brenntag Southwest, Inc.Authorized
Signature:

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	1 -Year 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	\$ 1,650.00/Ton*	\$ 2,376,000.00
2	Rail Car Detention charge After free days	Days	240	\$ 100.00/Day	\$ 24,000.00
Total					\$ 2,400,000.00

* Price is subject to Quarterly Price Adjustments beginning April 1, 2024 and Quarterly thereafter based on Chlorine Low Contract USGC as reported by IHS. *

Attachment C - Insurance Requirements

CONTRACTOR'S LIABILITY INSURANCE

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

2. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance 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 for the General Liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
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 \$1,000,000 Aggregate
AUTOMOBILE LIABILITY (including) 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employer's Liability	Statutory and complies with Part II of this Exhibit. \$500,000 / \$500,000 / \$500,000
POLLUTION LIABILITY	\$1,000,000 Per Occurrence

3. In the event of accidents of any kind related to this project, Consultant must furnish the Risk Manager with copies of all reports of such accidents within 10 days of the accident.

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. An All-States endorsement shall be required if consultant is not domiciled in the State of Texas.
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 replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. 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 Management
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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations 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 ten calendar days advance written notice for nonpayment of premium.
5. Within five 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 stop work hereunder, and/or withhold any payment(s) which become due to consultant 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 contract.
 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 contract.
 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2023 Insurance Requirements
Utilities
Chemical Delivery of Chlorine Railcar
10/23/2023 Risk Management – Legal Dept.

Revised 11.30.20

Attachment D - Warranty Requirements

“No manufacturer’s warranty required for this Agreement.”