

## SUPPLY AGREEMENT NO. 6440

### Liquid Ammonium Sulfate

THIS **Liquid Ammonium Sulfate Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Chemtrade Chemicals US, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has agreed to provide Liquid Ammonium Sulfate in accordance with the terms of this Agreement, which is necessary to preserve or protect the public health or safety of the City's residents.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Liquid Ammonium Sulfate 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 initial Term of this Agreement is one year beginning on the date provided in the Notice to Proceed ("NTP") from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two 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.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$620,532.00 for the initial term and for an amount not to exceed \$820,532.00 for the first Option Period and for an amount not to exceed \$971,782.00 for the second Option Period should the parties mutually exercise an Option Period, subject to approved extensions and changes, for a combined potential amount of up to \$2,412,846.00. 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.

Pricing offer for bulk delivers, as opposed to annual fixed pricing, is pricing that is aligned with the pricing Contractor receives from its supplier on dry ammonium sulfate. For the term of this Agreement, the unit price of the product shall be a fixed price for liquid ammonium sulfate 40% bulk ("LAS") for six-month periods. The price adjustment dates are March 1<sup>st</sup> and September 1<sup>st</sup> of each calendar year (each being an "Adjustment Date"), excluding March 1<sup>st</sup> of the initial calendar

year of this Agreement. A price adjustment calculation will be established on or about July 1<sup>st</sup> and January 15<sup>th</sup> of each calendar year (each being an "Adjustment Calculation Date") for the new pricing term, and such adjustment amount shall be calculated by the Contractor as follows:

(A) On the Friday before an Adjustment Calculation Date, Contractor shall record the prices per short ton of standard dry ammonia sulfate as shown on (i) the Green Markets Publication-Southern Plains ("Weekly Southern Plains Price") and (ii) the Argus Market Report Houston/Pasadena ("Weekly Houston/Pasadena Price"). A copy of the applicable pricing page from each report will be provided by the Contractor upon request of the Contract Administrator.

(B) On the Adjustment Calculation Date, Contractor shall calculate the price for bulk FOB/ST for dry ammonia sulfate for the next pricing term of the Agreement by performing the following calculation:

Step 1: On the Adjustment Calculation Date, the Weekly Southern Plains Price and the Weekly Houston/Pasadena Price shall be added together and divided by two (in order to average the index costs) to arrive at the new dry material averaged index price.

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

Step 3: This cost change in the dry material will then be multiplied by 40% to reach the adjustment to the LAS unit price per ton for the next pricing term.

(C) The unit price will decrease or increase according to the cost change. Notice of a change in the unit price shall be provided by the Contractor. For illustrative purposes only, a pricing example is included, with "T" meaning a ton, as follows:

January, 2025: dry material averaged index price is \$550/T  
March 1, 2025: LAS price delivered to City is \$345/T  
July 2025: dry material averaged index price is \$600/T  
 $\$600/T - \$550/T = \$50/T$  change in averaged index price for dry material.

$\$50/T$  change x 40% (percentage dry material in LAS) =  $\$20/T$  LAS product price adjustment to be implemented.

The new unit price per ton, effective September 1, 2025, is the March 1<sup>st</sup> price of  $\$345/T$  + product price adjustment of  $\$20/T$  = new LAS unit price of  $\$365/T$ .

All pricing must be in accordance with the attached 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. Price per ton may be renegotiated

six months from the date provided in the NTP; similarly, if an Option Period is exercised, the price per ton may be renegotiated six months following the beginning date of the Option Period. Price changes must be requested by the party seeking to adjust the price in writing at least 30 days prior to the effective date of the change in price. Price increases require documentation of the amount the Contractor is charged for the product. Price increases must be proportional to the increase in cost to the Contractor. Any change in price must be agreed to by both parties in writing (by countersigned letter) within 10 days of such agreement.

In no event can the total annual compensation exceed the maximum amount provided in this Agreement without a properly executed amendment as required by Section 13 below.

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) 826-1827  
DianaZ@cctexas.com

**5. Insurance; Bonds.**

(A) 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.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were 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 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 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 30<sup>th</sup> 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 products, 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, and City Council approval may be required. Unit price changes, pursuant to Section 3 of this Agreement are intended to occur as outlined in that section and are an exception to the required signed writing by 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  
Contract/Funds Administrator  
Address: 13101 Leopard Street, Corpus Christi, Texas 78410  
Phone: (361) 826-1827  
Fax: (361) 826-4495

**IF TO CONTRACTOR:**

Chemtrade Chemicals US, LLC  
Attn: Christine LaSala

Title: Price & Bid Specialist  
Address: 90 East Halsey Road, Suite 200 Parsippany, NJ 07054  
Phone: (973) 515-0900  
Fax: (973) 515-4461

**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.** Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or

instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such 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 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); then
  - B. its attachments; followed by its exhibits, if any.
- 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. In accordance with Chapter 2271, Texas Government Code, Contractor verifies that 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 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 contract against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that 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.

**CONTRACTOR**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Sergio Villasana  
Director of Finance & Procurement

Date: \_\_\_\_\_

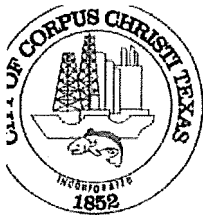
**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Assistant City Attorney Date

**Attached and Incorporated by Reference:**  
Attachment A: Scope of Work  
Attachment B: Bid/Pricing Schedule  
Attachment C: Insurance and Bond Requirements



## Attachment D: Warranty Requirements



## Attachment A: Scope of Work

### I. General Requirements/Background Information

- A. The Contractor shall provide Liquid Ammonium Sulfate as outlined in this Scope of Work.
- B. This is a 12-month contract with two additional 12-month option periods.
- C. The Contractor must provide proof of certification that vendor's product(s) comply with American National Standards Institute/National Sanitation Foundation for Drinking Water Treatment Chemicals - Health Effects, ANSI/NSF Standard 60/61 must be obtained from NSF, UL or an agency recognized by the Texas Commission on Environmental Quality (TCEQ).
- D. Safety Data Sheet (SDS) must be furnished with bid documents.

### II. Product Specifications

- A. The Contractor shall provide with every delivery a chemical analysis for each chemical shipment, and the chemical analysis must include the ammonia (NH<sub>3</sub>) percentage, specific gravity and pH.
- B. Water treatment chemicals must conform to:
  - 1. American National Standards Institute/National (ANSI) Sanitation Foundation Institute Standard for Drinking Water Treatment Chemical Health Effects, ANSI/NSF 60.
  - 2. American Water Works Association standard for Ammonium Sulfate (Liquid) AWWA 8302-16

#### C. MATERIAL REQUIREMENTS:

The Liquid Ammonium Sulfate Solution will be used as a source of ammonia in the formation of chloramines to disinfect the treated water. Ammonium Sulfate obtained as a by-product in the manufacture of coal gas and coke is not acceptable for use in the potable water treatment. The chemical and physical properties of the liquid ammonium sulfate shall be as follows:

Appearance and odor: Clear, Pale Yellow Liquid-No odor

Item	Weight
pH	4.8-7.5

Solubility in Water	Complete
Specific Gravity	1.20- 1.23
Soluble Iron (mg/L)	<10

Freeze Point (deg. F)	<10
Boiling Point (deg. F)	214-216
Sulfuric Acid Diammonium	38-40% (wt.% dry salt)
Ammonium Sulfate Solution	10% (25% of the 40% dry salt wt.)

**III. Delivery and Weighing Requirements**

- A. The Contractor will be responsible for unloading the chemical. The Contractor shall provide any special equipment necessary for unloading, up to and including, hoses, connections, compressors, etc.
- B. The Contractor must provide an affidavit of compliance to the City of Corpus Christi stating that at the time of delivery the chemical furnished under the release order complies with all applicable requirements of this specification.
- C. City of Christi plant supervisors, or their designee, may take a sample of any chemical shipment for testing prior to unloading of the chemical. In addition, approximately every three months during the supply agreement, the City will take a random sample of the chemical upon delivery. This sample will be sent to an independent laboratory chosen by the City, and tested for all items outlined in the product specifications.
- D. The plant supervisor may reject any chemical shipments that contain a concentration of any component outside the allowable concentration range as specified in the product specifications.
- E. Deliveries of Liquid Ammonium Sulfate solution must be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill cleanup procedures for Liquid Ammonium Sulfate solution. All spills and leakage, regardless of size must be properly and immediately cleaned up by Contractor's personnel. The Contractor shall be required to respond to any and all such emergencies within eight hours of being notified.
- F. The Contractor shall allow two hours "unloading time" for each chemical shipment, starting from the time the load enters the plant site to the time the unloading of the chemical shipment is completed. Unloading of the chemical is complete when unloading apparatus is disconnected from storage facilities and secured, and a designated City of Corpus Christi

representative has signed all delivery tickets for each respective load. Any unloading time in excess of two hours which is directly attributable to the City will be paid for at the unit price bid for "Unloading Delays," rounded and prorated to the nearest quarter hour. This amount shall be included with the invoice for payment for that particular load of chemical.

- G. Shipments will be delivered in 4,500 gallon lots in properly cleaned tank trucks. Each chemical shipment must be weighed on a state-certified truck scale location within the city limits of Corpus Christi before delivery to and after unloading at the water treatment plant.
- H. The Contractor shall be responsible for mailing a legible copy of each chemical shipment weight "ticket" to the respective City of Corpus Christi water production supervisor within five business days of delivery of the chemical. Payments to the Contractor will not be processed unless this requirement is met.
- I. Deliveries shall be made between 8:00 a.m. and 5:00 p.m., Monday through Sunday, excluding holidays, unless specific arrangements are made otherwise at the 0. N. Stevens Water Treatment Plant, 13101 Leopard St., Corpus Christi, Texas 78410.
- J. Orders will be placed by telephone or email. The Contractor will deliver the amount of Liquid Ammonium Sulfate solution ordered within 24 hours of order placement. No minimum or maximum purchase of Liquid Ammonium Sulfate is guaranteed by the City within the duration of the contract.

#### **IV. Ownership**

City's ownership of the Liquid Aluminum Sulfate begins, upon completion of unloading of the chemical at the 0. N. Stevens Water Treatment Plant.

#### **V. Contractor Quality Control and Superintendence**

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

#### **VI. Billing**

The Contractor must base billing and pay quantity for each chemical shipment on "local" certified weight tickets for delivery of Liquid Aluminum Sulfate. The City may reject any chemical shipments containing less than 8.0 percent or more than 8.5 percent as not meeting specifications for AI203.

- A. The Contractor shall submit an itemized invoice for payment, which shall include the following:
1. Service Agreement No. and/or Purchase Order No.
  2. Ship to: Location Name and Address
  3. Ordered by: Supply Name of Employee who placed ordered
  4. Product Description
  5. Quantity, Unit Price and Total Price
- B. The Contractor shall mail the original invoice to the address below and email a copy to [CCWAccountsPayable@cctexas.com](mailto:CCWAccountsPayable@cctexas.com).

City of Corpus Christi-Corpus Christi Water Department  
Accounts Payable  
P. O. Box 9277  
Corpus Christi, Texas 78469-9277

**Attachment B: Bid/Pricing Schedule**

<b>Liquid Ammonium Sulfate 12-Month Total</b>					
<b>Item</b>	<b>Description</b>	<b>UNIT</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	Liquid Ammonium Sulfate	Tons	2,000	\$269.60/T*	\$539,000.00 <span style="color: red;">\$539,200.00</span>
2.	Unloading delay	Hrs	50	\$75.64	\$ 3,782.00
<b>12-Month Total</b>					<b>\$542,782.00</b> <span style="color: red;">\$542,982.00</span>

COMPANY: Chemtrade Chemicals US LLC

NAME OF PERSON AUTHORIZED TO SIGN: Christine LaSala

ADDRESS: 90 East Halsey Rd., Suite 200      CITY / STATE / ZIP: Parsippany, NJ 07054

PHONE: 973-515-1871      EMAIL: bids@chemtradelogistics.com

FAX: 973-515-4461      DATE: March 11, 2025

SIGNATURE:       TITLE: Bid/Price Specialist

\*Price quoted is effective until August 31, 2025.



#### DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel: Lisa Brownlee: Paul Peters: Elizabeth Ryno: Lailina Gossa:  
Christine LaSala: Delana Peralta: Michele Schroeder: Marie-Josée Joly

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 21st day of February, 2023

Scott Rook  
President and Chief Executive Officer

#### CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2023 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook  
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 21st day of February, 2023.

Susan Pare  
Corporate Secretary

Seal

## Attachment C: Insurance Requirements

### A. CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been 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 on 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
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
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers 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 contract, 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor 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 renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit 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, and volunteers, as additional insured's 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 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 stop work hereunder, and/or withhold any payment(s) 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 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 contract.

2025 Insurance Requirements

Ins. Req. Exhibit **1-B**

Purchase Contracts – Supply Agreements – Equipment Leases

Hazardous Chemicals Delivered to City

05/10/2025 Risk Management – Legal Dept.

## **Attachment D: Warranty Requirements**

No manufacturer's warranty required for this Agreement.