



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: \_\_\_\_\_

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
POWDER ACTIVATED CARBON  
CITY OF CHANDLER AGREEMENT NO. PW5-885-4810**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Carbon Activated Corporation, a California Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2026 (Effective Date).

**RECITALS**

WHEREAS, City Council approved the award of multiple Agreements for the purchase and delivery of powder activated carbon (Agreement); and

WHEREAS, the term of the Agreement was January 24, 2025, through January 23, 2026, with the option of up to 4 one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for powder activated carbon in an amount not to exceed \$1,500,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 to extend the Agreement for one year.

**AGREEMENT**

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period January 24, 2026 through January 23, 2027.
3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B, which is incorporated into and made a part of this Amendment No. 1 by this reference. Total payments made to the

Contractor during the term of this Amendment No. 1 will not exceed \$1,500,000.

- 4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**FOR THE CONTRACTOR**

*Orlando Ruelas*

By: \_\_\_\_\_

Branch Manager  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney *JMB*

**ATTEST:**

By: \_\_\_\_\_

City Clerk

**REVISED EXHIBIT B TO AGREEMENT  
COMPENSATION AND FEES**

Pricing shall be tax exempt and include the cost of the PAC material and all delivery costs associated with delivering the material as described in the Scope of Work.

Product Description	Average Order Amount	Order UOM	Total Estimated Annual Usage	Unit Pirce /dry lbs.
<b>RUWA - PL1500</b>	40,000 lbs.	dry lbs.	1,500,000 lbs.	<b>\$1.30</b>
COL PA1000				\$1.26