

AMENDMENT NO. 1  
Supply, Placement, Removal and Thermal Reactivation of Granular Activated Carbon  
Agreement  
(City of Glendale, Contract No. C-8630)

This Amendment No. 1 (“Amendment”) to the Supply, Placement, Removal and Thermal Reactivation of Granular Activated Carbon Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Calgon Carbon Corporation, a Delaware corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Calgon Carbon Corporation (“Contractor”) previously entered into an agreement, Contract No. C-8630, dated September 24, 2013 (“Agreement”); and
- B. The initial term expires September 23, 2023, with a Renewal and Extension Option and the City desires to execute the option and to align the expiration date with other cities in the metro-Phoenix area;
- C. Annual price adjustments are calculated on several U.S. Department of Labor price indices and as operating cost factors have changed, the parties desire to modify the calculation components;
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term and Extension.** The term of the Agreement is extended for the period from September 24, 2023 through January 17, 2027, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Amendments to Agreement, Exhibit A and Exhibit B as follows:**
  - 1. **Agreement, 2.3 Price Adjustment, Annual Adjustment.**  
Remove the section language in its entirety and replace with the following:  
As further set forth in subsection 4.1 (F) of Exhibit A, the Local Service Price, the Non-Local Service Price and the Additional Virgin GAC Price shall each be

subject to annual adjustment in accordance with Exhibit B, Appendix 5. In no event shall any such annual adjustment increase such prices by more than ten percent (10%) or decrease such prices by more than five percent (5%). No amounts in excess of these limits (either increases or decreases) shall be carried over to subsequent years.

**2. Exhibit A, Payments For GAC Services, 4.1 Unit Pricing (F) Annual Adjustments to Unit Prices.**

Remove the section language in its entirety and replace with the following:

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve-month period from July through June of the last completed calendar year as compared to the twelve-month period from July through June of the calendar year immediately preceding the last completed calendar year. These percentages will then be averaged per the proportions given in Appendix 5 for calculating the final percent adjustment to which Virgin GAC and Custom Municipal Reactivated (CMR) GAC will be subject. In no event shall any such annual adjustment increase such prices by more than ten percent (10%) or decrease such prices by more than five percent (5%). No amounts in excess of these limits (either increases or decreases) shall be carried over to subsequent years. In addition, regardless of any annual fee adjustment calculation, fees covered by this Agreement will at no time be reduced below the Initial Fee.

**3. Exhibit B, Appendix 5, Price Adjustment:**

Remove appendix in its entirety and replace with the following:

**Virgin GAC:**

The fees payable pursuant hereto will be adjusted on January 18th for each year after the renewal year of 2022 by the annual percentage change in the following three price indices, in the proportion indicated next to each index:

- 1) U.S. Department of Labor PPI for Basic Organic Chemicals (WPU0614) @ 35% weight
- 2) U.S. Department of Labor PPI for Other Petroleum and Coal Products Mfg. (PCU32419-32419) @ 35% weight
- 3) Transportation: U.S. Department of Labor PPI by Commodity for Transportation Services: Truck Transportation of Freight (WPU3012) @ 30% weight

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve-month period from July through June of the last completed calendar year as compared to the twelve month period from July through June of the calendar year immediately preceding the last completed calendar year. These percentages will then be averaged per the proportions shown

above for calculating the final percent adjustment to which all virgin GAC will be subject.

**Annual Limits:** Annual increases are limited to a maximum of 10% regardless of the above calculation, and annual decreases are limited to a maximum of 5% regardless of the above calculation. No amounts in excess of these limits (either increases or decreases) shall be carried over to subsequent years.

**Initial Fee Limit:** Regardless of any annual fee adjustment calculation, fees covered by this Agreement will at no time be reduced below the Initial Fee of \$1.36 per pound.

**Custom Municipal Reactivated (CMR) GAC:**

The fees payable pursuant hereto will be adjusted on January 18<sup>th</sup> for each year after the renewal year of 2022 by the annual percentage change in the following three price indices, in the proportion indicated next to each index:

- 1) Natural Gas: U.S. Department of Labor PPI Commodity Data for Fuels and Related Products: Natural Gas: (WPU055) @25% weight
- 2) Labor: U.S. Department of Labor CPI for Urban Wage Earners for the West (CWUR0400SA0) @ 50% weight
- 3) Transportation: U.S. Department of Labor PPI by Commodity for Transportation Services: Truck Transportation of Freight (WPU3012) @ 25% weight

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from July through June of the last completed calendar year as compared to the twelve month period from July through June of the calendar year immediately preceding the last completed calendar year. These percentages will then be averaged per the proportions shown above for calculating the final percent adjustment to which all reactivated carbon will be subject.

**Annual Limits:** Annual increases are limited to a maximum of 10% regardless of the above calculation, and annual decreases are limited to a maximum of 5% regardless of the above calculation. No amounts in excess of these limits (either increases or decreases) shall be carried over to subsequent years.

**Initial Fee Limit:** Regardless of any annual fee adjustment calculation, fees covered by this Agreement will at no time be reduced below the Initial Fee of \$0.73 per pound.

**Additional Virgin Make-Up Pricing for CMR:**

The custom reactivated carbon (CMR) fee in the Agreement includes 15% virgin make-up GAC. In those cases where additional virgin make-up GAC in excess of 15% is required to meet quality control requirements or to replace spent GAC that was fouled and could not be cleaned, the additional virgin make-up GAC shall be provided at the same price as Virgin GAC at that time of make-up. This price shall also be adjusted on an annual basis, using the calculation as for Virgin GAC above.

**Fuel Surcharge:**

The Fuel Surcharge shall consist of a mileage charge based on the difference between the base of \$4.00/gallon and the fuel index at time of actual delivery in accordance with **Table 1** in this Appendix. The mileage and surcharge amount will be established at time of delivery by the Company.

Each Monday at 5:00pm Eastern Standard Time, the Company will determine the Average Diesel Price. The Non-Local Fuel Surcharge will become effective on Tuesday of that week (except if Monday is a National Holiday, then it will be Wednesday) and will be effective for the following seven (7) day period.

In computing charges, fractions of less than one-half cent will be dropped and fractions of one-half cent or more will be increased to the next whole cent.

If the Average Diesel Price is greater than \$5.50 per gallon, the Non-Local Fuel Surcharge will increase one (1) cent for every five (5) cent increase of the Average Diesel Price. **If the Average Diesel Price is less than \$4.50 per gallon**, the Company will not charge a Fuel Surcharge.

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**TABLE 1**

When the Fuel Index Is:		Fuel Surcharge	When the Fuel Index Is:		Fuel Surcharge	When the Fuel Index Is:		Fuel Surcharge
At Least	But Less Than		At Least	But Less Than		At Least	But Less Than	
\$4.00	\$4.05	0 Cent per Mile	\$4.50	\$4.55	1 Cents per Mile	\$5.00	\$5.05	11 Cents per Mile
\$4.05	\$4.10	0 Cents per Mile	\$4.55	\$4.60	2 Cents per Mile	\$5.05	\$5.10	12 Cents per Mile
\$4.10	\$4.15	0 Cents per Mile	\$4.60	\$4.65	3 Cents per Mile	\$5.10	\$5.15	13 Cents per Mile
\$4.15	\$4.20	0 Cents per Mile	\$4.65	\$4.70	4 Cents per Mile	\$5.15	\$5.20	14 Cents per Mile
\$4.20	\$4.25	0 Cents per Mile	\$4.70	\$4.75	5 Cents per Mile	\$5.20	\$5.25	15 Cents per Mile
\$4.25	\$4.30	0 Cents per Mile	\$4.75	\$4.80	6 Cents per Mile	\$5.25	\$5.30	16 Cents per Mile
\$4.30	\$4.35	0 Cents per Mile	\$4.80	\$4.85	7 Cents per Mile	\$5.30	\$5.35	17 Cents per Mile
\$4.35	\$4.40	0 Cents per Mile	\$4.85	\$4.90	8 Cents per Mile	\$5.35	\$5.40	18 Cents per Mile
\$4.40	\$4.45	0 Cents per Mile	\$4.90	\$4.95	9 Cents per Mile	\$5.40	\$5.45	19 Cents per Mile
\$4.45	\$4.50	0 Cents per Mile	\$4.95	\$5.00	10 Cents per Mile	\$5.45	\$5.50	20 Cents per Mile

4. **Insurance Certificate.** Current certificate will expire on June 1, 2022 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
  
5. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
7. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

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Kevin R. Phelps, City Manager

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

Calgon Carbon Corporation  
A Delaware Corporation



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By: Jeremy J. Jones, DWS Project  
Manager

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Its: Authorized Representative