

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

SECTION 1. That the contract with Calgon Carbon Corporation, situated at Moon Township, Pennsylvania, a copy of which is attached hereto, to provide a ninety (90) day study on the Reverse Osmosis reject water for the City of Florence Water & Wastewater Department, Wilson Lake Water Treatment Plant, Florence, Alabama, in the contract amount of \$24,025.00 and the same is hereby approved, ratified and confirmed.

SECTION 2. The Council has investigated and ascertained and hereby finds Calgon Carbon Corporation to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to Calgon Carbon Corporation, and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

CITY CLERK-TREASURER

STATE OF ALABAMA X
 X
COUNTY OF LAUDERDALE X

CONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO IN DUPLICATE, by and between the City of Florence, Alabama (hereinafter "City"), and Calgon Carbon Corporation, a corporation (hereinafter "Consultant").

WITNESSETH:

THAT, WHEREAS, the City wishes the Consultant to provide a ninety (90) day study on the Reverse Osmosis reject water for the City of Florence Water & Wastewater Department, Wilson Lake Water Treatment Plant, Florence, Alabama.

NOW, THEREFORE, the City and the Consultant, in consideration of the recitals and mutual covenants herein set forth, mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The scope of work shall consist of the Consultant providing placement of equipment and media, start-up, training services, and a (90) day rental, for the City of Florence Water & Wastewater Department, Wilson Lake Treatment Plant, Florence, Alabama, in accordance with the proposal attached hereto.

ARTICLE 2 - FEES AND COMPENSATION

In consideration of the performance of the elements described as the SCOPE OF SERVICES, the City shall pay the Consultant the amount of \$24,025.00 (twenty-four thousand twenty-five dollars), which is the price submitted by the Consultant in their proposal dated August 1, 2025, which is attached hereto and made a part of the contract. This shall include all expenses for the instructor and any materials needed for the services.

Payment to the Consultant shall be made only for the actual quantities of work performed and accepted or materials furnished in accordance with this contract. Any additional work done or materials to be furnished, which, in the opinion of the City, represent a significant quantity, shall be authorized by a change order agreement with the Consultant.

The City shall make partial payments and/or final payment to the Consultant on or before the 15th day after receiving a duly certified and approved estimate.

ARTICLE 3 - PERSONNEL AND FACILITIES

The Consultant warrants that they have or will secure at their own expense, all personnel required to perform the services under this contract. All personnel in the work shall be fully qualified.

Consultant warrants that it is properly qualified to perform this contract in accordance with the applicable laws of the City of Florence, State of Alabama and the United States.

ARTICLE 4 – CHANGES

The City may, at any time, by written order, make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and this contract shall be modified in writing accordingly. No services for which additional compensation will be charged by the Consultant shall be furnished without written authorization of the City.

ARTICLE 5 – CANCELLATION

The City retains the right to cancel without cause upon thirty (30) days written notice any and/or all terms and conditions as agreed upon within the aforementioned scope of services. If the contract is cancelled, the Consultant will be paid for services rendered to the date of cancellation as mutually agreed by both parties.

ARTICLE 6 - TERMS AND CONDITIONS

In no event shall this contract constitute an employment Agreement, and the Consultant shall be considered only as an independent consultant and not employees, agents, partners, or joint ventures of the City.

The Consultant shall be solely responsible for any and all taxes (state, federal, and/or local); workers' compensation insurance; unemployment insurance payments; insurance; or any similar type of payment or any employee thereof; and shall hold the City harmless from any and all such payments.

The second party shall not knowingly violate 8 U.S.C. §1324a (employ an unauthorized alien) as a condition of receiving a contract. Consultant agrees to enroll in a designated employment eligibility verification system through the term of the contract. E-Verify is a free internet-based system that is operated or authorized by the United States Department of Homeland Security that allows employers to electronically confirm the legal working status of newly-hired employees. E-Verify shall be the designated employment eligibility verification system for the first party. As a contractor participant in E-Verify, Consultant shall be required to use E-Verify for all new employees who will be working directly on this contract.

If the second party uses one or more subcontractors in connection with the performance of this contract, the second party shall include in all subcontracts the requirement for compliance by the subcontractor with these provisions.

All laws, rules, and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the Consultant is an independent contractor and not an employee, agent, or representative of the City. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The second party shall secure and pay for all required licenses and permits.

This contract shall be interpreted pursuant to the laws of the State of Alabama.

Executed at Florence, Alabama, this _____ day of _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____
MAYOR

ATTEST:

CITY CLERK

“CITY”

CALGON CARBON CORPORATION
a corporation

BY: _____

ATTEST:

ITS: _____

“CONSULTANT”



AUGUST 1, 2025

**CALGON CARBON CORPORATION
PILOT SYSTEM RENTAL AND SERVICE AGREEMENT
FLORENCE AL – RO CONCENTRATE PILOT**

This Pilot System Rental and Service Agreement (this “Agreement”) is entered into as of October 15, 2025 (the “Effective Date”) by and between the City of Florence, ~~324 W. Evan Street~~, Florence AL-29501 (“Subscriber”) and Calgon Carbon Corporation, a Delaware corporation, located at 3000 GSK Drive, Moon Township, PA 15108 (“CCC”). 601 S. Cox Creek Pkwy
Florence, AL 35630

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. CCC will supply products and services for the treatment of Municipal water (the “Application”) at Subscriber’s sites listed and described in Exhibit I (the “Sites”). This Agreement is specific to the Application at the Sites. CCC’s scope of supply and responsibilities are further defined in Exhibit II and Subscriber’s responsibilities are further defined in Exhibit III.

2. Any CCC-owned equipment included as part of this Agreement may not be used for other purposes or taken to other facilities without the prior written consent of CCC. In addition, CCC-owned equipment may not be altered without the prior written consent of CCC and only employees of Subscriber that have been authorized and trained on the use of the equipment may operate such equipment. All equipment supplied by CCC during the Term of this Agreement shall remain the property of CCC at all times. Any media (activated carbon or resin) used in CCC’s adsorption equipment must be supplied by CCC. If the Subscriber decides to utilize media from a supplier other than CCC, then CCC will have the right to terminate this Agreement upon written notice.

3. This Agreement shall be in effect from the Effective Date through January 15, 2026 Estimated (the “Initial Term”). Thereafter, this Agreement shall automatically renew for successive one month periods (each, a “Renewal Term” and, together with the Initial Term, the “Term”), unless terminated by either party upon written notice at least ten (10) days prior to the end of the Initial Term or the Renewal Term, as applicable. Any equipment and media shall be removed within thirty (30) days following the effective date of termination of this Agreement. Subscriber shall provide CCC with reasonable access in order to affect such removal.

4. The Subscriber shall pay CCC the following fees:

A one-time placement fee for equipment and media in the amount of six thousand four hundred dollars (**\$6,400.00**), which includes (*engineering, system preparation, first three month’s service fees*)



AUGUST 1, 2025

A one-time fee start-up and training fee (5 days total - 3 days on site and 2 travel days in the amount of six thousand nine hundred dollars **(\$6,900.00)**, which includes, *start-up assistance, loading of initial media fill, and system training*).

Additional site visit fee if required - (3 days total - 1 day on site and 2 travel days in the amount of five thousand eight hundred fifty dollars **(\$5,800.00)**, which includes, *travel to and from site, technical assistance, troubleshooting, etc.*). Additional site days beyond the 1 day included above will be in the amount of one thousand fourteen hundred dollars **(\$1,400.00)**

A monthly service fee in the amount of three hundred seventy five dollars **(375.00)**, which includes (equipment and media use and on-going major maintenance).

Delivery and return fees, for equipment only, in the amount of four thousand eight hundred dollars **(\$4,800.00 each way)**

The fees in this Agreement are based upon CCC performing the responsibilities as described in Exhibit II during normal working hours, and under reasonable order processing conditions. If overtime costs are incurred solely for Subscriber's convenience, CCC reserves the right to invoice Subscriber for documented overtime expenses.

5. CCC will invoice Subscriber placement fees upon delivery. CCC will invoice Subscriber subsequent monthly service fees each month (the day coinciding with that of the original delivery date). CCC will invoice Subscriber return fees upon termination of this Agreement.

Subscriber agrees to remit payment within thirty (30) days of the invoice date. All invoices must be paid in full. If Subscriber disputes any portion of an invoice, it will pay the entire invoice when due and once the dispute is resolved, any resulting credit will be made against subsequent invoices. Late payments (payments made after thirty (30) days of invoice date) will be subject to a penalty of 1.25% per month.

6. At the request of the Subscriber, technical assistance will be provided by CCC in an effort to aid in the optimization of results for the Subscriber's specific application. Such assistance will be provided upon such terms as may be mutually agreed upon by both parties. An additional fee may apply.

7. Disposal of the media will be the responsibility of the Subscriber. Title for media shall pass to Subscriber upon delivery.

8. All of the Exhibits referenced in this Agreement are attached hereto and made a part of this Agreement.

9. This Agreement constitutes the entire agreement between CCC and Subscriber and may not be modified except by a writing signed by the authorized representatives of each of the parties. CCC shall be obligated to perform only in accordance with the terms of this Agreement and any terms and conditions contained in any purchase order which are different from, conflict



AUGUST 1, 2025

with or add to the provisions of this Agreement shall be deemed to materially alter them and are hereby objected to and rejected by CCC.

CALGON CARBON CORPORATION CITY OF FLORENCE

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____