

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
\$100K and Greater
(Rev. 9-18-19)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: Nora Stockhausen



Date:

Date: October 28, 2019

Title:

Title: Business Unit VP

Company: Calgon Carbon Corporation

APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address: Calgon Carbon Corporation
3000 GSK Dr.
Moon Township, PA 15108

Description of Supplies/Services: Granular Activated Carbon for Surface Water Treatment Plant

Maximum Contract Amount: \$1,449,000 (\$289,800 per year x 5 years)

Effective Date: On the latest of the dates signed by both parties.

Termination Date: September 30, 2020

Renewal Term: The term of this Contract shall automatically renew without further documentation or agreement annually for four additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Supplies and Services. The Contractor will provide to the City the supplies, materials, and services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the supplies and services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the supplies and services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the