

**HHW Collection Event  
Amendment No. 2 to Agreement for Professional Services**

This Amendment No. 2 to Contract No. K-1617-45 is entered into on the 21<sup>st</sup> day of September, 2017, by and between the Norman Utilities Authority (Authority) and Stericycle Environmental Solutions, Inc. PSC (Contractor), referred to herein collectively as the “Parties”, for professional services associated with collected and disposal of household hazardous waste (HHW).

WHEREAS, the Parties entered into Contract No. K-1617-45 on September 13, 2016, to provide for services related to two Household Hazardous Waste Collection Events that provide a safe and convenient place for citizens of Norman to dispose of stored household pollutants and other non-regulated wastes; and

WHEREAS, Contract No. K-1617-45 anticipated two collection events during the term of the contract, one during the fall of 2016 and one during the fall of 2017; and

WHEREAS, compensation for the services provided by the Contractor depends on the amount and type of pollutants collected in accordance with unit prices provided by the Contractor in its Cost Proposal; and

WHEREAS, Contract No. K-1617-45 provided for a “not to exceed” contract amount of \$78,000; and

WHEREAS, Amendment No. 1 to Contract No. K-1617-45 increased the “not to exceed” contract amount to \$101,731.68 after the Fall 2016 collection event yielded greater pollutant collections than anticipated; and

WHEREAS, the contract amount needs to be increased again in anticipation of the scheduled collection event for the Fall of 2017.

NOW THEREFORE, Section 5.1 of said Agreement shall be amended as follows:

5.1 Compensation. Contractor shall provide all services in this Agreement at the unit prices stated in the Cost Proposal. Contract amount will not exceed \$102,000 per collection event unless otherwise agreed to in writing by the Authority. Contractor understands that they will be paid for the actual pollutants collected, either on a cost per pound or cost per unit basis for each pollutant or wastestream collected. Contractor shall submit an itemized list of all pollutants collected, by weight and by container size, and multiplied by the specified unit price in the Cost Proposal for the wastestream.

All other provisions of Contract No. K-1617-45, as amended, shall remain in full force and effect.

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IN WITNESS WHEREOF, the Authority and the Contractor have caused this Amendment No. 2 to Contract No. K-1617-45 to be duly executed and delivered as of the date first above written.

**Norman Utilities Authority**

Approved as to form and legality this \_\_\_\_ day of September, 2017.

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Lynne Miller  
Chairperson

Attest: \_\_\_\_\_  
Brenda Hall  
Secretary

**Stericycle Environmental Solutions, Inc.**

By: Melinda Rath

Printed Name: MELINDA RATH

Title: VICE PRESIDENT, MEI SALES