

RESIDENTIAL RECYCLING AGREEMENT

This Residential Recycling Agreement ("Agreement") is entered into as of the 1st day of August, 2018, between the Norman Municipal Authority, a public trust having as its beneficiary the City of Norman, Oklahoma ("Authority") and Allied Waste Systems, Inc. dba Republic Services of Oklahoma City ("Contractor").

WITNESSETH:

WHEREAS, Authority desires to grant to the Contractor the sole and exclusive franchise, license, and privilege to provide for the collection of all conforming Recyclable Materials from residential and multi-family customers over, upon, along and across the present and future streets, alleys, bridges and public properties of the City of Norman, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to provide for the collection of all conforming Recyclable Materials from residential and multi-family customers over, upon, along and across the present and future streets, alleys, bridges and public properties of the City of Norman, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. Definitions. Terms in this Agreement shall have the following meanings:

- A. Authority: shall mean the Norman Municipal Authority.
- B. Aluminum: shall mean disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages. This does not include structural aluminum, aluminum foil or aluminum trays.
- C. Bi-weekly collection: shall mean the collection of recyclable materials from residential customers by the contractor once every two weeks.
- D. City: shall mean the City of Norman, Oklahoma.
- E. Collection: shall mean the aggregation and transportation of Recyclable Materials from the place at which it is generated and including all activities up to the time when it is delivered to a Materials Recovery Facility.
- F. Collection Hours: shall mean the time period during which collection of Recyclable Material is authorized in the City. Unless otherwise provided in this agreement, collection hours shall be from 7:00 a.m. to 7:00 p.m. Monday through Friday.

- G. Contact Person: shall mean Bret Scovill, Sanitation Manager, phone 405-329-1023, cell 405-434-3373, email bretsco vill@normanok.gov.
- H. Contaminated Material: shall mean all material collected by the recycling vehicles that is not considered Recyclable Material as defined in this contract.
Contaminated Materials including but not limited to: garbage, food waste, food tainted items, pizza boxes, plastic egg cartons, wax-coated cartons, ice-cream cartons, aluminum foil, Styrofoam cups and plates, aerosol cans, propane tanks, and helium tanks.
- I. Contractor: shall mean Allied Waste Systems, Inc., a Delaware corporation, dba Republic Services of Oklahoma City.
- J. Curbside Recycling Bins (CRBs): shall mean blue, 95 gallon polycarts in which recyclable materials are stored and later placed for curbside collection. The CRBs are furnished to the SFDs by Authority and are the property of the Authority. Extra CRBs are available to SFDs and may be collected by the Contractor at a charge specified herein.
- K. Glass Bottles and Jars: shall mean unbroken bottles and jars, and containers (with lids/caps and pumps removed and discarded) that are primarily used for packing and bottling of food and beverages.
- L. Hazardous Waste: shall mean a form of Non Targeted Waste as described in 40 C.F.R. §260.10 and defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- M. Insurance: shall mean a commercial general liability insurance issued in favor of the Authority.
- N. Missed Collection: shall mean the failure of Contractor to provide recycling collection at a designated collection stop within the Collection Hours on the Scheduled Collection Day.
- O. Materials Recovery Facility (MRF): shall mean a recycling facility in which Recyclable Materials are processed. The MRF will conform to all applicable rules, regulations and laws of state, local or other jurisdictions. For the purposes of this Agreement, unless otherwise modified, MRF shall mean the material recovery facility located 320 N. McCormick Avenue, Oklahoma City, Oklahoma that is owned by Batliner Recycling or such other facility as shall be agreed to by the parties in writing. Recognizing that the location, ownership, and operational

capabilities of a MRF may change over time, a party shall not unreasonably deny a request by the other party for the designation of a different MRF. Contractor shall provide the Authority with sixty (60) days advanced written notice if it requests a change in the MRF used for purposes of this Agreement.

- P. Multi-family Dwelling (MFD): shall mean a building or a portion thereof containing four (4) or more dwelling units, without CRBs.
- Q. MFD Recycling Containers: shall mean eight (8) cubic yard recycling container for temporary storage or aggregation of designated recyclables from residents in MFDs prior to collection. Such recycling containers provided by the Contractor, must be separate, explicitly labeled as to recyclables included, and colored differently from other containers for municipal solid waste (MSW).
- R. MFD Recycling Service: Recycling collection service, together with related public education and other customer services, provided to MFD residents that utilize MFD Recycling Containers.
- S. Newly Developed Areas: shall mean newly developed areas within the City's territorial jurisdiction during the Term of this Agreement, which shall automatically be subject to this Agreement. The Authority shall provide Contractor with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Contractor shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Contractor to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services.
- T. Non Targeted Material: shall mean materials that are not Recyclable Materials as defined herein including plastic bags, Solid Waste, Bulky Waste, Garbage, Rubbish, Commercial and Industrial Refuse, Construction Debris, Dead Animals, , Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Special Waste, and Yard Waste.
- U. Old Corrugated Cardboard (OCC): shall mean cardboard material with double wall construction and corrugated separation between walls. OCC does not include plastic, wax or other coated cardboard.
- V. Paper: shall mean recyclable paper including Old Newspaper (ONP) with inserts; magazines and catalogs; mail, junk mail and envelopes; cardboard; white and mixed household, office or school paper (all colors); cereal and cracker type boxes, brown paper sacks and bags, magazines, catalogs, and phone books.
- W. Participation Rate: shall mean a record of SFDs on a recycling route that set out recyclable materials at some point during a one month period of time, as a percentage of the overall number of eligible SFDs during that same period of time.

- X. Plastic Bottles: shall mean plastic bottles shaped with a neck, rinsed and with lids, caps, and pumps removed. Recyclable plastic bottles shall be identified on the bottom with the Society of the Plastics Industry (SPI) plastic codes #1 through #7 including bottles containing: liquor, milk, juice, soft drinks, water, soap, and cosmetics. Plastic bottles previously containing pesticides, any hazardous waste, or petroleum products are excluded.
- Y. Processing: shall mean volume reduction, sorting, baling, containment, or other preparation of Recyclable Materials delivered to a MRF for transportation and marketing purposes.
- Z. Process Residuals: shall mean materials that cannot be recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as municipal solid waste. Process Residuals may include, but are not limited to, bulky items, contaminants, sorted tailings, floor sweepings, and rejects from specific processing equipment (e.g. materials cleaned from screens, etc.). Process residuals do not include clean, separated products that are normally processed and prepared for shipment to markets as commodities. Process residuals do not include glass broken after Collection.
- AA. Public Education System: shall mean publication and distribution of a Public Education flyer by the Contractor. The flyer shall be updated annually and distributed to all recycling customers. The Public Education flyer shall contain at least the following recycling information:
 - i. A link to the City of Norman website map
 - ii. List of materials to be included for recycling
 - iii. List of Non-Targeted Materials not be included for recycling
 - iv. How to prepare materials for recycling
 - v. Annual calendar with designated collection days by A&B weeks
- BB. Rigid Containers: shall mean aluminum cans, steel cans, glass bottles and jars, and plastic bottles.
- CC. Steel Cans: shall mean disposable containers fabricated primarily of steel or tin used for food and beverages.
- DD. SFD: shall mean single-family dwelling.
- EE. Recyclable Materials: shall mean all items of refuse designated by Contractor and Authority to be part of an authorized recycling program and which are intended for transportation, processing, and re-manufacturing or reuse, including Rigid Containers, Paper, OCC and Plastic Bottles. The term "Recyclable Materials" does not include Unacceptable Waste.
- FF. Scheduled Collection Day: shall mean the day or days of the week on which recycling collection service by Contractor is to occur, as specified herein.
- GG. Unacceptable Waste. shall mean Non-Targeted Materials, Hazardous Waste, and any radioactive, volatile, corrosive, highly flammable, explosive,

biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste.

II. Term of Agreement. Unless terminated in accordance with Section VII (B) of this Agreement or extended in accordance with this Section, the term of this Agreement shall expire after a period of five (5) consecutive years of collection, which shall begin on August 1, 2018 (the "Contract term"). Authority may at its sole discretion extend the term of this Agreement for two additional one (1) year terms provided both parties agree in writing to such an extension of the Agreement's term including any associated rate increases. To exercise its option, Authority shall provide written notice to Contractor not later than thirty (30) calendar days preceding the expiration of this Agreement. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof pursuant to the provisions in this Agreement.

III. Costs for Collection, Transportation and Processing.

A. Single Family Dwellings. The following monthly rates shall apply during the term of the Agreement for bi-weekly collection of each SFD unit:

Year	Monthly Unit Rate
1 (August 1, 2018 to July 30, 2019)	\$2.65
2 (August 1, 2019 to July 30, 2020)	\$2.73
3 (August 1, 2020 to July 30, 2021)	\$2.82
4 (August 1, 2021 to July 30, 2022)	\$2.91
5 (August 1, 2022 to July 30, 2023)	\$2.99

B. Multi-Family Dwellings (MFD). Should the Authority exercise the option to provide Recycling Services to multi-family dwellings, the following monthly rates shall apply during the term of the Agreement for each eight (8) Yard MFD Recycling Container emptied once per week:

Year	Monthly Unit Rate
1 (August 1, 2018 to July 30, 2019)	\$91.07 using Contractor container \$66.23 using Authority container
2 (August 1, 2019 to July 30, 2020)	\$93.80 using Contractor container \$68.22 using Authority container
3 (August 1, 2020 to July 30, 2021)	\$96.62 using Contractor container \$70.26 using Authority container
4 (August 1, 2021 to July 30, 2022)	\$99.51 using Contractor container \$72.37 using Authority container
5 (August 1, 2022 to July 30, 2023)	\$102.50 using Contractor container \$74.54 using Authority container

C. The Contractor shall provide, at no charge, recyclable materials collection service once per week at the following City buildings:

1. City Hall – 201 West Gray

2. Water Treatment Plant - 3000 East Robinson.
3. Water Reclamation Facility - 3500 South Jenkins
4. Public Works 668 E. Lindsey
5. Animal Welfare 3428 Jenkins
6. North Base – 1307 De Vinci
7. Fire Station #1 – 411 East Main
8. Fire Station #2 – 2211 West Boyd
9. Fire Station #3 – 500 East Constitution
10. Fire Station #4 4145 West Robinson
11. Fire Station #7 2207 Goddard
12. Fire Station #8 3901 36th Avenue NW
13. Fire Station #9 3001 E Alameda
14. All Public Schools inside the urban boundary.
15. Norman Investigation Center

D. **Cost Adjustments.** Contractor may request an increase to rates for Services as a result of increases in costs incurred by Contractor due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) any capital and/or operating expenditures required solely by federal, state or local law, regulation, rule ordinance, permit or permit condition that becomes effective after the date of this Agreement and that was not imposed because of the action or inaction of Southeast Landfill. (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) significant increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost provided, however, that Contractor shall use commercially best efforts to notify the City promptly after receiving notice of any of the foregoing cost adjustments and preferably, at least 30 days in advance.

IV. Contractor Operational Obligations. The general requirements for the collection of Recyclable Materials are set forth below.

- A. **Contractor Licensing and Permitting Requirements**
1. The Contractor shall, at its own cost, secure all permits and licenses required by the City and Oklahoma State Statutes and give all notices necessary and incidental to lawful prosecution of the work.
 2. The Contractor shall at all times observe and comply with all Federal and State Laws and local regulations, and shall comply with all orders and decrees which exist at the present or which may be enacted later, by bodies or tribunals having jurisdiction or authority over the work. No plea of misunderstanding or ignorance will be considered.
 3. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.

- B. Collection Vehicle Equipment Requirements:
1. Contractor shall provide and maintain a sufficient number of vehicles, equipment, and tools for collection and processing of recyclable materials. Collection vehicles shall be designed to accommodate collection material as specified herein and shall be clearly designated as a recycling collection vehicle. Contractor's equipment/vehicle shall have clearly visible letters with the name and telephone number of Contractor's local office on the equipment/vehicle.
 2. In addition, all collection vehicles used in performance of the work shall:
 - a. Be duly licensed and inspected by the State of Oklahoma;
 - b. Operate within the weight allowed by Oklahoma Statutes and local ordinances;
 - c. Be Oklahoma Department of Transportation (DOT) compliant at all times;
 - d. Be kept clean and as free from offensive odors as possible.
 - e. Have a two-way communications device;
 - f. Have a broom and shovel for cleaning up spills.
 3. All Contractor vehicles and other equipment shall be kept in proper working order, in good repair and appearance, and maintained in a sanitary condition.
- C. Personnel Requirements
1. Throughout the term of the Agreement, Contractor shall maintain an office in the Oklahoma City metropolitan area. Contractor shall designate, in writing to the Authority, the Contractor's agent upon whom all notices will be served. Service upon the Contractor's agent shall constitute service upon Contractor.
 1. Contractor shall retain sufficient personnel and equipment to fulfill the requirements of the services herein. Any change in the contact person and supervisors will require notification by the Contractor, to the Authority's Contact Person within three business days. Contractor's local office shall be open during collection hours (Monday through Friday from 7:00 a.m. to 5:00 p.m.); have responsible person(s) in charge during collection hours, be equipped with sufficient telephones to receive and record complaints, and requests for information in a courteous and polite manner. The Contractor shall provide a 24-hour answering service line or device.
 2. The Contractor will provide a Route Supervisor to oversee the recycling route drivers. The Route Supervisor will be available to address customer complaints each day. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices. Complaints shall be resolved in an expeditious manner within the following twenty-four (24) hour period. All service changes or requests for replacement CRBs shall require the resident to contact the Authority.
 3. Employees driving or operating Contractor's vehicles shall at all times possess a valid commercial vehicle operator's license in the State of Oklahoma. Employees of the Contractor who normally and regularly come into contact with the public shall bear some means of individual identification such as a name tag or identification card. Contractor's employees, officers, agents, and sub-contractors shall, at no time, identify themselves or in any way represent themselves as being employees or agents of the Authority or City of Norman.

4. Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place. Contractor's personnel shall:

- a. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b. Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Oklahoma, and local governing boards.
- c. Be presentable in appearance.
- d. Wear a uniform and employee identification badge or name tag.
- e. Drive in a safe and considerate manner.
- f. Manage CRBs and MFD Recycling Containers in a careful manner so as to avoid spillage and littering or damage to the CRB or container. Containers shall be returned to their original position.
- g. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- h. Avoid damage to property, and report any damage to Authority as soon as possible.
- i. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

D. Collection Hours and Days

1. All recycling collections shall begin no sooner than 7 a.m. and shall be complete no later than 7 p.m. on scheduled collection days (Monday through Friday) and pre-selected Saturdays during holiday weeks. The Contractor may request Authority authorization of exceptions to these time restrictions and must request such exception from the Authority's Contact Person via telephone or email, prior to the requested collection event and specify the date, time and reason for the exception.

E. Holidays

1. Holidays refers to any of the following: New Year's Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the Authority and Contractor. In no instance will there be more than one holiday during a collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later.

F. Severe Weather

1. The Contractor may postpone recycling collections due to severe weather at the sole discretion of the Authority. If collections are so postponed, the Authority shall notify the Contractor via telephone or email. Upon postponement, collection will be made on a day mutually agreed to by the Authority and Contractor.

G. Missed Collections

1. The Contractor shall have a duty to pick up missed recycling collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the

Contractor before 12:00 Noon on a business day. With respect to all notices of a missed collection received after 12:00 Noon on a business day, the Contractor agrees to pick up that missed collection before Noon on the following business day.

H. Customer Complaints

1. Authority shall provide staffing of a telephone-equipped office to receive complaints between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, except holidays. The Authority shall have an answering machine or voice mail system activated to receive phone calls after hours. Authority shall forward all complaints to Contractor who shall keep a log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly. All complaint information shall be provided to the Authority in the monthly report.

I. Authority Retains Right to Specify Resident Preparation Instructions

1. The Contractor shall agree that it is the Authority's sole right to specify the recycling material and bin or cart setout requirements.

J. Publicity, Promotion and Education

1. The City periodically updates its website with recycling information and instructions. In an effort to increase participation and improve compliance with Authority-specified resident preparation instructions, the Contractor shall publish and distribute (via mail or hand deliver) public education flyers to SFDs. The Contractor must also publish and distribute public education to MFDs, if applicable.

2. Contractor shall prepare and produce all notices, door hangers, and other program informational material as approved by the Authority, and shall be responsible for all costs of preparing and producing program information. Contractor shall distribute such materials as per the Authority's instructions.

3. Contractor shall provide collection services at Norman community events or Authority sponsored events, and whether there would be a cost associated with the service.

K. Authority Shall Approve Contractor's Resident Education Tags

1. The Contractor shall produce "resident education tags" to be left by curbside collection crews if any Non-Targeted Material is rejected and left in the CRB at the curb. The Contractor shall submit a draft copy of the tags for Authority approval, at least one (1) month before printing.

L. Weighing of Loads

1. Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight and net weight for each loaded vehicle that has collected recyclable material from SFDs or MFDs in Norman. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy

of each weight ticket shall be kept on file and made available for inspection upon request by the Authority.

M. Monthly and Annual Reports

1. The Contractor will submit to the Authority monthly reports and annual reports. At a minimum, the Contractor shall include the following information monthly for SFDs, and if applicable, MFDs:
 - a) Number of containers set out for collection
 - b) Participation Rate
 - c) Average weight of recyclables per container
 - d) Total quantities of recyclable materials collected, by material type (in tons).
 - e) Net quantities of recyclable materials marketed, by material type (in tons).
 - f) Quantities of Process Residuals disposed (in tons).
 - g) Recycling service fee (based upon contracted price per household).
 - h) Log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response.
 - i) Log of all resident addresses where "education tags" were left because of Non-Targeted Materials set out for recycling.
2. At a minimum, the Contractor shall include the following information annually for SFDs and if applicable, MFDs:
 - a. Total quantities of recyclable materials collected in Norman, by material type (in tons).
 - b. Net quantities of the Authority's recyclable materials marketed, by material type (in tons).
 - c. Quantities of Process Residuals disposed (in tons).
 - d. Disposal location of Process Residuals.
 - e. Materials composition analysis of the Authority's recyclable materials.
 - f. Average Participation Rate.
3. Monthly reports shall be due to the Authority by the 5th business day of each month. Annual reports shall be due by January 31. The Contractor shall include in its annual report recommendations for continuous improvement in the Authority's recycling program (e.g., public education, MFD Recycling Service, etc.).
4. The Contractor will provide the Authority with an annual waste audit setting forth the Contractor's recommendations, based on the reports detailed above, for SFDs and if applicable, MFDs to increase recycling and reduce waste.

N. Annual Performance Review Meeting

1. Upon receipt of the Contractor's annual report, the Authority shall schedule an annual meeting with the Contractor and Norman Utilities Department. The objectives of this annual meeting will include, but not be limited to, the following:
 - a) Review Contractor's annual report, including trends in recovery rate and participation.
 - b) Review efforts the Contractor has made to expand markets for recyclable materials.
 - c) Review Contractor's performance based on feedback from residents to the Authority staff.

- d) Review Contractor's recommendations for improvement to the Authority's recycling program, including enhanced public education.
- e) Review Authority staff recommendations for service improvements.
- f) Discuss other opportunities for improvement.

O. Ownership of Recyclable Materials

- 1. All Recyclable Materials for collection shall remain the responsibility and in the ownership of the resident until handled for collection by Contractor. At the point of collection, the Recyclable Materials become the property of the Contractor.
- 2. Contractor shall keep all proceeds from the sale of commodities as part of Contractor's compensation for providing the recycling services provided for herein.

P. Scavenging Prohibited

- 1. It is unlawful for any person other than the Authority's recycling Contractor to collect, remove, or dispose of designated recyclable materials after the materials have been placed or deposited for collection in the collection containers. The recycling Contractor's employees may not collect or "scavenge" through recycling in any manner that interferes with the contracted recycling services.

Q. Cleanup of Spillage or Blowing Litter

- 1. The Contractor shall not litter public or private property while collecting and/or removing recyclable materials. The Contractor shall clean up any material spilled or blown during the course of collection and/or hauling operations. All recyclable materials hauled by Contractor shall be so contained, tied or enclosed that leaking, soiling or blowing are prevented.

R. Recyclable Material Required to be Transported to Markets; Disposal of Recyclable Materials Prohibited

- 1. Upon collection by the Authority's recycling Contractor, the Contractor shall deliver the designated recyclables to a MRF, an end market for sale or reuse, or to an intermediate collection center for later delivery to a MRF or end market. It is unacceptable for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.

S. Process Residuals

- 1. The Contractor shall provide the Authority a written description of the means to estimate Process Residuals derived from the Authority's recyclable materials. This written description shall be reviewed and approved in writing by the Authority. This written description shall be updated by the Contractor immediately after any changes to the processing facilities used by the Contractor. The Authority may audit the records of the Contractor to verify the agreed upon process.
- 2. The quantities of Process Residuals must be reported to the Authority in the annual composition analysis. In addition, the Contractor must report to the Authority, on an annual basis, the disposal location of Process Residuals.

T. Collection Method. Contractor shall employ single-stream collection of Recyclable Materials, meaning customers will commingle all groups of recyclable materials in a lidded, wheeled cart and the Contractor will collect and process the materials in a single stream.

U. Collection Frequency and Schedule. Contractor will provide recycling collection as dictated by the Authority provided such dictated collection is consistent with the terms and conditions set out in this Agreement. Before collection begins, the Authority will provide Contractor with a schedule and route maps that will provide each residential customer with pickup of the recyclables on a biweekly basis (pickup every other week).

V. Collection Containers. The Authority will provide Curbside Recycling Bins (CRBs) which are typically blue 95 gallon lidded and wheeled polycarts for recycling collection. The Contractor shall provide eight (8) yard MFD Recycling Containers as needed for multi-family dwellings.

W. Procedure for Unacceptable Waste, Materials Outside Cart and Unreachable Carts. If Contractor determines that a resident has set out Unacceptable Waste or other materials that are not Recyclable Materials, left Recyclable Materials outside of the cart, or has chronically positioned the cart so that it is unreachable with the mechanical arm, Contractor shall use the following procedures:

1. Contractor may refuse to collect the entire container that contains the Unacceptable Waste. In such situations, Contractor shall contact the Authority and the Authority shall promptly undertake appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of by the depositor or generator of the Unacceptable Waste. Title to and liability for Unacceptable Waste shall at no time pass to Contractor.
2. Contractor shall leave an "education tag" provided by Contractor attached to the handle of the recycling container indicating acceptable materials, the proper method of preparation and the proper placement of the cart.
3. The driver shall record the address of repeat educational notifications.

V. Performance Assurances.

A. Auditing. The Authority, at its sole discretion, may audit the Contractor for the calendar year preceding the audit request. The right to audit shall include the right of the Authority to examine and reproduce Contractor's records relating to the Agreement. Authority may perform audits between 8AM, CST and 5PM, CST, excluding Saturdays and Sundays, during the Term through two (2) years after the date final payment is made from the Authority to the Contractor. If the Authority elects to audit Contractor, Contractor shall provide the Authority access to all records of Contractor relating to this Agreement. Records shall include pertinent books, invoices, weight tickets, and all other documents and papers relating to this Agreement not otherwise excluded by this Section of the Agreement. Records shall not include financial statements, tax returns, payroll records, or any other proprietary information. Contractor shall provide adequate and appropriate work space at Contractor's facilities in Oklahoma City in order to conduct audits in compliance with the provisions of this Section. Authority shall give Contractor

at least thirty (30) calendar days advance written notice of its intention to audit. Authority shall pay audit costs incurred by third party retained by the Authority. Authority shall not pay for any costs incurred by Contractor or third parties retained by Contractor.

Contractor shall be solely responsible for audit costs incurred by Contractor and third parties retained by Contractor.

B. **Inspection Rights.** The Authority, in its sole discretion, may inspect Contractor's equipment and facilities. Authority may perform inspection during Contractor's normal business hours during the term of the Agreement. If the Authority elects to inspect Contractor's equipment or facilities, Contractor shall provide the Authority access to any and all equipment and facilities relating to the Agreement. Equipment shall include vehicles and all other equipment relating to the Agreement. Facilities shall include the local customer office and all other facilities relating to the Agreement. Contractor shall provide adequate and appropriate work space at Contractor's facilities in order to conduct inspections in compliance with the provisions of this Section. The Authority shall give Contractor at least ten (10) calendar days advance written notice of intention to inspect Contractor's equipment and/or facilities. Authority shall pay inspection costs incurred by third party retained by Authority. Authority shall not pay for any costs incurred by Contractor or third parties retained by Contractor. Contractor shall be solely responsible for inspection costs incurred by Contractor and third parties retained by Contractor.

VI. Liability Assurances.

A. **Insurance Coverage Requirements.** Contractor shall maintain insurance issued by insurance companies acceptable to the Authority with the minimum terms and limits set forth in the RFP and herein during the entire term of the Agreement:

1. Workers Compensation – Statutory limits.
2. Commercial General Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 aggregate.
3. Commercial Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 aggregate.
4. Professional Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 aggregate.
5. Environmental Liability Insurance

B. **Performance Bond.** Contractor shall maintain a performance bond in a minimum amount of \$300,000 to be utilized should Contractor fail to perform the services outlined in this Agreement.

C. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless the Authority, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, to the extent resulting directly or indirectly from a negligent or willful act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this Agreement or by reason of the Contractor to fully perform, in any respect, any of its obligations under this Agreement.

D. Force Majeure. Contractor shall not be liable for failure to perform Contractor's duties if such failure is caused by catastrophe, act of war, civil disturbance, act of God or similar contingency beyond the reasonable control of Contractor. Contractor shall take all such measures as may be necessary to resume services as quickly as possible.

E. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or sub-contractors of the Contractor only and not of the Authority; and any and all claims which may arise, including Worker's Compensation claims under the Workers Compensation Act of the State of Oklahoma or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

F. Retention of Records. The Contractor shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property.

VII. Contract Enforcement and Remedies.

A. Right to Assess Penalties. In addition to express provisions elsewhere contained in this Contract, the Authority assess the following penalties for failure of Contractor to fulfill its obligations as follows:

- i. Failure to respond to legitimate service complaints confirmed by Republic within 48 hours in a reasonable and professional manner - \$100 per incident
- ii. Failure to collect properly notified missed Collections confirmed by Republic, within 48 hours- \$250 per incident
- iii. Failure to provide monthly and annual reports within the time periods specified in this Agreement". - \$200 per incident
- iv. Failure to complete the Collections within the specified timeframes without proper notice to the Authority - \$1000 per incident.
- v. Failure to clean up from spills confirmed by Republic during Collection operations within three business days after receipt of written notice of such a spill from the City- \$500 per incident
- vi. Making material changes to the Collection and Processing systems prior to receiving Authority approval to implement any such change - \$5,000
- vii. Failure to conduct and report results of the annual composition analysis - \$100 per incident.
- viii. The Authority shall provide Contractor with thirty (30) days advance notice of the assessment of such penalties in order to provide Contractor

with the opportunity to dispute any alleged failure to comply with its obligations under this Agreement.

- B. **Right to Terminate for Cause:** Either party may terminate the Agreement if the Contractor fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after sixty (60) days written notice has been provided. The Authority shall pay Contractor all compensation earned prior to the date of the termination. If the Agreement is canceled or terminated, all finished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Agreement shall, at the option of the Authority, become the property of the Authority, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

VIII. Assignments and Subcontracting. Contractor shall not assign, subcontract, convey, or otherwise dispose of this Agreement or permits required for this Agreement without the written permission of the Authority which shall not be unreasonably delayed or denied. If Contractor assigns, subcontracts, conveys, or otherwise disposes of this Agreement or permits without the written permission of the Authority, Contractor shall remain liable to the Authority under this Agreement. If Authority provides Contractor written permission to subcontract, Contractor shall remain liable to Authority for full and complete satisfactory and acceptable performance of Recycling Services in accordance with this Agreement.

IX. Compliance with Laws, Regulations, and Ordinances. Contractor shall comply at all times with all applicable local, State, and Federal laws, regulations, ordinances and similar requirements, including all applicable requirements concerning noise, odors, effluent and emissions, now and thereafter in effect.

X. Miscellaneous Provisions.

- A. **Applicable Law.** The laws of the State of Oklahoma shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Cleveland, State of Oklahoma, regardless of the place of business, residence, or incorporation of the Contractor.
- B. **Payments of Licenses, Permits and Taxes.** Contractor shall be solely responsible for the payment of any licenses, permits and taxes required to provide Recycling Services under this Agreement.
- C. **Severability.** If any provisions of this Agreement or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, then the remainder

of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

- D. Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

Authority: Norman Utilities Authority
P.O. Box 370
Norman, OK 73070
Attn: Utilities Director
With Copy to: Contact Person

Contractor: Allied Waste Systems, Inc.
Attn: Crystal Bennett, Municipal Services Manager
7540 SW 59th Street
Oklahoma City, OK 73179

- E. Modifications to Agreement. This Agreement cannot be changed orally, and no executor agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification, or discharge is sought.

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IN WITNESS WHEREOF, this Agreement is entered into the 30 day of October, 2018.

Allied Waste Systems, Inc.

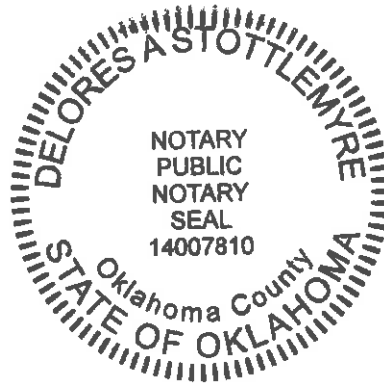
By: [Signature]

Name: Jay Hochenedel

Title: General Manager

Attest: Delores A Stottlemire

(Corporate Seal)



NORMAN MUNICIPAL Authority

By: _____

Name: Lynne Miller

Title: Chairperson

Attest: _____
Secretary

(Seal)

Approved as to form and legality this _____ day of _____, 2018.

City Attorney