

HHW Collection Event
Agreement for Professional Services

This AGREEMENT, made and entered into this 10th day of September 2019 between the NORMAN UTILITIES AUTHORITY, a public trust in the State of Oklahoma hereinafter called "Authority", and Clean Earth of Alabama, Inc. hereinafter called "Contractor";

WHEREAS, Authority will sponsor a Household Hazardous Waste Collection Event to provide a safe, convenient place where citizens of Norman can dispose of stored household pollutants and other non-regulated wastes in the fall of 2019 and potentially the fall of 2020 (date to be determined by September of each year); and

WHEREAS, Contractor has knowledge and experience in collecting, identifying, packaging, labeling, hauling, recycling, treating, incinerating, and disposing of said pollutants; and

Now, THEREFORE, in consideration of the promises containing herein, the parties hereto agree as follows:

- 1.0 Scope of Services: Contractor shall perform in a good and professional manner the services identified in the Authority's *Scope of Services*. Any conflict between the terms of this Agreement and the terms of the *Scope of Service*, the *Technical Proposal*, or *Cost Proposal* and any addenda will be governed by the terms of this Agreement.
- 1.1 Contractor shall have present at the collection site, sufficient employees or agents of Contractor (as described in the Technical Proposal – minimum of 40) trained in the identification of hazardous and acutely hazardous wastes as defined by Federal law or regulations, and such materials and equipment as necessary to unload, handle, containerize, label, weigh, manifest, load, and transport such wastes from the Household Hazardous Waste Collection Event in a manner conforming to State and Federal laws and regulations.
- 1.2 All wastes must be weighed with a certified scale and removed from the collection site by 8 p.m. on the day of the collection event. Waste manifests showing the waste type, weight of waste and container, container size (or volume), and point of destination shall be provided to Authority prior to transporting wastes off-site. A summary report shall be submitted within 30 calendar days following the collection event. Final waste manifests shall be submitted within 90 calendar days following the collection event to include the ultimate disposal or recycling of specified waste.
- 1.3 Contractor shall only accept household wastes from residents of the Norman Community. The Authority shall make this determination.
- 1.4 Unless the Contractor and the Authority mutually agree, the following items will not be accepted by the Contractor for disposal:
 - (a) Radioactive materials (as regulated by D.O.T. or the Nuclear Regulatory Commission).
 - (b) Explosives (as defined by the Bureau of Alcohol, Tobacco, and Firearms) including: organic peroxides (unstable), and picric acid.
 - (c) Polychlorinated Biphenyls (PCB's).
 - (d) Compressed gases (aerosol containers and propane cylinders are acceptable).
 - (e) Biological or infectious wastes.
 - (f) All materials listed as forbidden in the Hazardous Materials table of 49 CFR 172.101.
- 1.5 Contractor will take title to the waste once accepted by a Contractor's employee at the collection site. Contractor will act as the generator of the waste.
- 2.0 Warranty: Contractor warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property, and the environment by the transportation, treatment, and disposal of hazardous wastes. Contractor further warrants that it will perform all

services under this Agreement in a safe, efficient, and lawful manner using industry-accepted practices, and in full compliance with all applicable State and Federal laws governing its activities under this Agreement, and that it is under no legal restraint or order which would prohibit transfer of possession or title of collected wastes to Contractor or prohibit the servicing of such waste or Contractor's performance of services under this Agreement.

3.0 **Indemnification:** Contractor shall indemnify, hold harmless, and defend the Authority from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the cost and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against the Authority or which the Authority may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction, or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations orders, to the extent that such damage was caused by Contractor or Contractor's agents' negligence, willful or intentional act or omission, breach of contract or a failure of Contractor's warranties to be true, accurate, or complete.

4.0 **Insurance:** Contractor shall procure and maintain at its expense, at least the following insurance:

4.1 Comprehensive General Liability with personal injury not less than \$125,000 per person, property damage limits of not less than \$125,000 per occurrence and total aggregate amount of not less than \$5,000,000.

4.2 Automobile Liability with personal injury not less than \$125,000 per person, property damage limits of not less than \$125,000 per accident and total aggregate amount of not less than \$1,000,000.

4.3 Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$125,000 for each occurrence.

4.4 Pollution Control Liability with an aggregate amount of not less than \$3,000,000 per accident.

4.5 Consultant Environmental Liability with an aggregate amount of not less than \$5,000,000 per accident.

4.6 Contractor shall furnish certificates of insurance listing the City of Norman and the University of Oklahoma as insured; the certificate shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to the City of Norman.

5.0 **Payment Terms:**

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 unless agreed to in writing by Authority. Contractor understands that they will be paid for the actual pollutants collected, either cost per pound or cost per unit for each pollutant or waste stream collected. Contractor shall submit an itemized list of all pollutants collected, by weight and by container size corresponding to the manifest generated at the collection event, and multiplied by the specified unit price in the Cost Proposal for that waste stream.

5.2 **Approval of Payment.** The Authority shall not pay Contractor until fully executed Uniform Hazardous Waste Manifests for all waste and a report summary have been received and accepted by the Authority. The Uniform Hazardous Waste Manifests shall serve as notification that the Household Pollutants were received and properly disposed of by Contractor. The report shall summarize the number of participants, the type and quantity (by weight) of waste, and method of disposal.

6.0 **Independent Contractor:** Contractor is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all its employees and operations. Neither Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the Authority.

7.0 Delegation and Subcontracting: Contractor may not, without the prior written consent of the Authority, delegate or subcontract the performance of the work, or any portion thereof, which is by this Agreement undertaken by Contractor.

8.0 Uncontrollable Forces: Neither the Authority nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to forces which are beyond the control of the parties.

9.0 Notice: Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To: Authority
Norman Utilities Authority
Debra Smith
P.O. Box 370
Norman, OK 73070

Contractor
Clean Earth of Alabama
Jeffrey R. Saal
310 Seven Fields Blvd, Suite 210
Seven Fields, PA 16046

9.1 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the Authority.

10.0 Integration and Modification: This Agreement includes the Scope of Services, Technical Proposal, Performance Bond, and Cost Proposal, as attached, and represents the entire and integrated Agreement between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the scope of services herein, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.

11.0 Severability: If any portion of this Agreement shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this Agreement shall remain in force and effect.

12.0 Waiver: No waiver of the terms, conditions and/or covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties. No waiver by either party of any provision or condition of this Agreement shall be construed or deemed to be a waiver of any other provision or condition of this Agreement, or a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing signed by the parties.

13.0 Assignment: The Authority may not assign this Agreement or any provision hereof without the prior written consent of Contractor, which consent may be withheld.

14.0 Section Headings: Headings of particular sections are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the sections to which they refer.

15.0 Governing Law: The validity, interpretation and performance of this Agreement, and the legal relations of the parties, shall be governed by and construed in accordance with the laws of the State of Oklahoma. However, matters concerning proper treatment, transportation, disposal, or reuse of waste set forth in the technical proposal shall be governed where such material was treated, transported, disposed or reused.

16.0 Termination: Either party can terminate the contract with 30 days written notice at any time.

IN WITNESS WHEREOF. The Parties have executed this Agreement.

DATED this 10th day of September, 2019

NORMAN UTILITIES AUTHORITY

Authority

R.D. L
Chairman

September 10, 2019
Date

ATTEST

Brenda Hall
Secretary

Clean Earth of Alabama, Inc.

Contractor Jeffrey R. Sael

J.R. Sael
VP of Sales, Haz Division

8-21-19
Date

Date

ATTEST

Secretary



Seal

Seal

APPROVED as to form and legality this 4 day of September, 2019

[Signature]
City Attorney