

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not necessary accommodation.

DURANT CITY UTILITIES AUTHORITY

6:00 PM

**Roscoe J. Hatfield
Council Chambers
300 West Evergreen
Durant, Oklahoma**

July 9, 2024

AGENDA

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of June 11, 2024
- b. Consider Approval of 2024-2025 WTM-ALS16 Aluminum Sulfate Contract

2. Consider Items Removed from Consent

3. Information Items

4. Administration

- a. Consider Approval of Independent Contractor Agreement Between Durant City Utilities Authority and Hoffman Sanitation Services LLC for Exclusive Recycling Service for the City of Durant (C-2024-29)

5. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November 2023 and that an agenda of said meeting was posted at the place of such meeting at 4:00 p.m. on the 5th day of July 2024.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 7/9/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of June 11, 2024

Council Information / Action Requested

Approval of Regular Meeting Minutes of June 11, 2024

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Durant City Utilities Authority Minutes 06112024 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November 2023 and that an agenda of said meeting was posted at the place of such meeting at 4:18 p.m. on the 7th day of June 2024.



Cynthia J. Price, City of Durant

MINUTES OF THE MEETING OF DURANT CITY UTILITIES AUTHORITY
June 11, 2024 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma

CALL TO ORDER

Chairman Tucker called the meeting to order at 6:00 p.m.

ROLL CALL

Present:

Trustee Lauran Fuller
Trustee Humphrey Miller
Trustee Danny Sherrer
Vice Chairman Mike Simulescu
Chairman Martin Tucker
City Attorney Tom Marcum
City Manager Pam Polk
City Clerk Cynthia J. Price

Absent:

None

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Special Called Meeting Minutes of May 13, 2024
- b. Consider Approval of Regular Meeting Minutes of May 14, 2024

Motion To: Approve Consent Items as Presented

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain:

2. Consider Items Removed from Consent

3. Information Items

4. Administration

- a. Consideration, Discussion and Possible Approval to Replace the Clarifier Center Drive for the Amount of \$82,760.00, at the Waste Water treatment Plant

Motion To: Approve Replacement of Clarifier Center Drive for the Amount of \$82,760.00 at the Waste Water Treatment Plant

Motion By: Humphrey Miller

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- b. Consider Approval of Filing of Durant City Utility Authority FY 2024-2025 Financial Plan with Durant City Council as Beneficiary

Motion To: Approve Filing of Durant City Utility Authority FY 2024-2025 Financial Plan with Durant City Council as Beneficiary

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

5. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 7/9/2024
To: Mayor and City Council
From: Anthony Smallwood, Water Treatment Plant Manager
Re: Consider Approval of 2024-2025 WTM-ALS16 Aluminum Sulfate Contract

Council Information / Action Requested

Approval of 2024-2025 WTM-ALS16 Aluminum Sulfate Contract

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. C-2024-27 Water Tech Aluminum Sulfate Contract for FY 2024-2025 UNSIGNED

July 1, 2024

Mr. Anthony Smallwood
City of Durant
Water Treatment Plant
844 Caddo Highway
Durant, OK
Email: asmallwood@durant.org

RE: 2024-2025 WTM-ALS16 Aluminum Sulfate Contract - City of Durant, OK

Dear Mr. Smallwood,

Thank you for your continued business. Water Tech Inc. would like to lock in the current price of \$547.00/ton delivered effective July 1st, 2024 through July 1st, 2025 for WTM-ALS16 Aluminum Sulfate. Prices do not include any applicable taxes.

Sincerely,

Kyle Hutchinson
Account Manager
Water Tech Incorporated
khutchinson@watertechinc.net
918-443-0610

Acceptance of Proposal

Company Name: _____

This _____ day of _____ Month _____ Year

By: _____

Title: _____



The City of Durant

Memorandum

Date: 7/9/2024
To: Mayor and City Council
From:
Re: Information Items

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 7/9/2024
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 7/9/2024
To: Mayor and City Council
From: Pam Polk, City Manager
Re: Consider Approval of Independent Contractor Agreement Between Durant City Utilities Authority and Hoffman Sanitation Services LLC for Exclusive Recycling Service for the City of Durant (C-2024-29)

Council Information / Action Requested

Approval of Independent Contractor Agreement Between Durant City Utilities Authority and Hoffman Sanitation Services LLC for Exclusive Recycling Service for the City of Durant (C-2024-29)

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. C-2024-29 Independent Contractor Agreement Between DCUA and Hoffman Sanitation Services LLC for Recycling Service UNSIGNED

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2024, by and between the Durant City Utilities Authority ("DCUA"), a municipal public trust organized under the laws of the State of Oklahoma, whose physical address is 300 W. Evergreen Street, Durant, Oklahoma 74701, and Hoffman Sanitation Services, LLC ("Contractor"), a limited liability corporation organized under the laws of the State of Oklahoma, whose physical address is 883 East Rodeo Road, Durant, Oklahoma 74701, and whose mailing address is Post Office Box 817, Durant, Oklahoma 74702. Both DCUA and Contractor are individually and collectively referred to herein as the "Party" or "Parties".

WHEREAS, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties hereto as follows:

1. **Scope of Contracted Services.** Contractor agrees to perform professional services as set forth in Exhibit "A" attached hereto and incorporated by reference herein for the specifications of the Statement of Work ("Statement of Work").
2. **Term.** The services to be performed pursuant to this Agreement are on a trial basis and shall begin on July 9, 2024, and shall terminate at the end of business on December 31, 2024. By agreement, the parties may extend the trial period for six months until June 30, 2025, at which time the parties will have the option to enter into an annual contract beginning July 1, 2025, and automatically renewable on July 1st of each year thereafter or until otherwise terminated as set forth herein. If at any time Contractor obtains more than 250 customers for two consecutive months, Contractor shall notify DCUA, and the terms set forth herein may be renegotiated at the discretion of DCUA to include compensation from Contractor to DCUA.
3. **Compensation.** For performance of the services provided under this Agreement, DCUA will incur no compensation due Contractor until and unless the conditions set forth in Paragraph 2 are satisfied. Contractor's sole source of revenue under this Agreement, if any, shall be in the form of direct billing of individual customers at rates set forth in the Rate Sheet ("Rate Sheet") attached hereto as Exhibit "B". Contractor shall invoice customers directly for services performed monthly and any amounts due for services are the responsibility of individual customers and not DCUA.
4. **Contractor Responsibilities.** Contractor shall be responsible for the level of quality, timely completion, and coordination of all services rendered by the Contractor, and shall, without compensation, promptly remedy and correct any errors, omissions, or other deficiencies. In the process of executing all services rendered under this Agreement, Contractor must use due care not to cause any damage to public or private property. Contractor shall be required to comply with all applicable federal, state, and local safety and health laws, regulations, and ordinances. DCUA does not assume responsibility for monitoring, directing, or ensuring Contractor's compliance with said laws, regulations, and ordinances; such responsibility shall inure to the Contractor, and shall be a continuing duty of the Contractor under this Agreement.
5. **DCUA Responsibilities.** DCUA shall provide to Contractor a list of DCUA customers which

Contractor may utilize to publicize available services and provide necessary notices. Contractor's of DCUA customer information shall be limited to those communications related to the subject matter of this agreement only. No information provided pursuant to the terms of this Agreement shall be sold or otherwise transferred to any third party and all such information shall be returned to DCUA upon termination of this Agreement.

6. **DCUA Representative.** DCUA designates its Director ("DCUA Director") as its representative and authorizes the DCUA Director to make all necessary and proper decisions regarding this Agreement, subject to approval of the Board of Trustees of the DCUA. All requests for interpretations, changes, clarifications, or instructions pertaining to this Agreement shall be directed to the DCUA Attorney.
7. **Contractor as Independent Contractor.** The services to be performed by Contractor are those of an independent contractor and not an employee of DCUA. As an independent contractor, Contractor is not entitled to any kind of medical, healthcare, or dental insurance or any kind of benefits including but not limited to retirement benefits provided by DCUA to its employees, nor to workers' compensation benefits except as may be provided by the independent contractor, nor to any unemployment insurance benefits. Contractor, further, is obligated to pay all federal and state income taxes on any monies paid pursuant to this Agreement.
8. **Assignment.** It is mutually agreed and understood that DCUA enters into this Agreement based upon the special abilities of Contractor and that this Agreement shall be considered an agreement for personal services. Correspondingly, Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without obtaining the prior written consent of DCUA.
9. **Waiver.** DCUA's approval of work, services rendered, and reports furnished hereunder shall not in any way relieve Contractor of responsibility for the level of quality of the work performed. DCUA's approval or acceptance of any services within this Agreement shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
10. **Default.** Each and every term and condition herein shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared to be in default thereof.
11. **Termination.** Either Party may terminate this Agreement at any time for its convenience and reserve the right to do so by providing forty-five (45) days' prior written notice to the other Party pursuant to the Notices provision as set forth in paragraph 21 herein below. In the event Contractor elects to terminate the contract, customers shall be notified in writing at least thirty (30) days in advance of the termination date.
12. **Insurance.** Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance, as evidenced by Exhibit "C" attached hereto. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall

procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DCUA. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Such coverages and related requirements are as follows:

- a. **Workers' Compensation.** Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Code of Oklahoma, as set forth at Okla. Stat. tit. 85A, § 1, et seq., and any other applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) each incident, Five Hundred Thousand Dollars (\$500,000.00) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000.00) disease - each employee. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this paragraph. Contractor shall be responsible for any deductible losses under said insurance policy.
- b. **Commercial General Liability.** Commercial General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall also contain a severability of interests provision. Contractor shall be responsible for any deductible losses under said insurance policy.
- c. **Comprehensive Automobile Liability.** Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000.00) each occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate with respect to each of Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of services under this Agreement. The policy shall contain a severability of interests provision. If Contractor has no owned automobiles, the requirements set forth herein shall be met by each employee of Contractor providing services to DCUA under this Agreement. Said insurance shall be endorsed to include DCUA and DCUA's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by DCUA, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement shall not contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be responsible for any deductible losses under said insurance policy.
- d. **Certificates of Insurance Coverage.** Certificates of insurance shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DCUA prior to commencement of services under

this Agreement. Each certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated, or materially changed until at least thirty (30) days' prior written notice has been given to DCUA. Any statement on the certificates which describe the thirty (30) days' prior written notice as being less than obligatory shall be stricken by the insurance agent completing the certificates. DCUA reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- e. **Contractor's Failure to Procure or Maintain Insurance.** Failure on the part of Contractor to procure or maintain insurance policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which DCUA may immediately terminate this Agreement, or at its discretion DCUA may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DCUA shall be repaid by Contractor to DCUA upon demand, or Contractor may offset the cost of the premiums against any monies due to DCUA from Contractor. DCUA reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- f. **Sovereign Immunity applicability.** The Parties hereto mutually agree and understand that DCUA is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by The Governmental Tort Claims Act of the State of Oklahoma, as set forth at Okla. Stat. tit. 51, § 151, et seq., and specifically pursuant to Okla. Stat. tit. 51, § 152.1, as enacted upon execution of this Agreement and as from time to time amended or otherwise available to DCUA.

- 13. **Indemnification.** As to claims that allege to arise from Contractor's professional services, and to the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless DCUA, its officers and its employees, from and against all liability, claims, and demands, on account of injury, loss, or damage, which arise out of or are in any manner connected with the services hereunder, to the extent such injury, loss, or damage, or any portion thereof, is caused by the negligent act, error, or omission of Contractor or any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor, or any other person for which Contractor is responsible. Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees. The obligation of this paragraph shall not be construed to extend to any injury, loss, or damage which is caused by the negligent act, error, or omission of DCUA, its officers, or its employees.
- 14. **Entire Agreement.** This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained

in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

15. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated thereby. The term, provision, covenant, or condition that is so invalidated, voided, or held to be unenforceable shall be modified or changed by the Parties in writing to the extent possible to carry out the intentions and directives stated in this Agreement.
16. **Contractor's Prohibited Employment of Illegal Aliens.** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, which includes the following terms and conditions:
 - a. **Subcontractor Prohibited from Employing Illegal Aliens.** Contractor shall not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall, within twenty (20) days of hiring a new employee during the term of this Agreement, to cause a written, notarized copy of its affirmation of said employee's status to be sent to DCUA.
 - b. **E-Verify Program Requirements.** Contractor hereby affirms that it has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States of America through participation in the e-verify program ("e-verify program" means the employment verification program authorized pursuant to 8 U.S.C. § 1324a, as amended, that is administered by the United States Department of Homeland Security, or the "department program" as it is sometimes referred). If Contractor is not accepted into the e-verify program, prior to entering into this Agreement Contractor shall apply to participate in the e-verify program every three (3) months until Contract is accepted or this Agreement has been completed, whichever is earlier. Contractor is prohibited from using the e-verify program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. This subparagraph shall not be effective if the e-verify program is discontinued.
 - c. **Remedies for Subcontractor's Employment of Illegal Alien.** If Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to: (i) notify the subcontractor and DCUA within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) of receiving the notice required pursuant to subsection (i) of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the subcontract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - d. **Contractor' Compliance with Governmental Requests.** Contractor shall

comply with any reasonable request by the applicable governmental agency or department made in the course of an investigation that said agency or department is undertaking pursuant to its lawful authority.

- e. **Termination for Contractor's Violation.** If Contractor violates a provision of this paragraph 14 including any of the provisions set forth in subparagraphs a, b, c, and d above, DCUA may terminate this Agreement for material breach. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to DCUA. Both DCUA and Contractor mutually acknowledge that DCUA is required under the laws of the State of Oklahoma to notify the Office of the Secretary of State if Contractor violates a provision of this paragraph 14, and that DCUA terminates this Agreement for that reason.
17. **Governing Law; Venue; Attorney Fees.** It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Oklahoma, both as to interpretation and performance. In the event of any dispute arising out of or relating to this Agreement, the Parties agree that venue for any litigation shall lie in the District Courts of Bryan County, Oklahoma. In the event legal action shall be necessary to enforce any term, covenant, or condition herein contained, the Parties agree that DCUA and Contractor, respectively, will be responsible for their own court costs, including any attorney fees expended in such action.
18. **Parties' Capacity to Contract.** Both Parties to this Agreement state that they are of lawful age and sound mind and are not acting under duress, menace, fraud, or undue influence of any person, and have been duly authorized to so execute the documents on behalf of the person or entity so indicated.
19. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association thereof, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize any Party to act as the agent for another Party.
20. **Construction.** The language of this Agreement shall not be construed for or against either Party. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.
21. **Notices.** Any and all notices required by this Agreement shall be deemed received on the day the Party sending notice to the other Party (i) receives the Return Receipt Request card, or (ii) obtains proof of delivery via the United States Postal Services tracking website evidencing delivery of notice to the other party following deposit of said notice in the United States mail via Certified Mail, Return Receipt Requested, Postage Prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing):

If to Contractor:

Hoffman Sanitation Services, LLC
Attention: Mr. Stewart Hoffman, Owner
Post Office Box 817
Durant, Oklahoma 74702

If to DCUA:

Durant City Utilities Authority
Attention: Utilities Director
300 W. Evergreen St.
Durant, Oklahoma 74701

22. **Amendment.** This Agreement may be altered, amended, or modified only by an instrument in writing executed by the Parties to this Agreement.
23. **Multiple Counterparts.** This Agreement may be executed by the parties in multiple counterparts, whether or not all signatories appear on these counterparts (including via electronic signatures and exchange of Portable Document Format (PDF) documents via email), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Signed:

Martin Tucker, Chair
Durant City Utilities Authority

Stewart Hoffman
Hoffman Sanitation Services, LLC

EXHIBIT "A" - STATEMENT OF WORK**1.1 BACKGROUND:**

The area of the City to be served is that area commonly known as the City Limits of the City of Durant, Oklahoma. The City of Durant, by and through the Durant City Utilities Authority, seeks to participate in a city-wide recycling program for the periodic collection of recyclable materials. The agreement with Contractor shall grant to Contractor the exclusive right to collect recyclable materials in a manner consistent with the agreement and as an authorized collector under the provisions of Section 51.04 of the Durant City Code of Ordinances. Contractor's exclusive rights to recyclable materials shall not preclude the existing containers and additional periodic placement of containers for the collection of recyclable materials by the Choctaw Nation of Oklahoma.

1.2 SCOPE OF WORK:

Recyclable materials shall be collected on a schedule and in a manner to be determined by Contractor but shall occur at least monthly and in approved curbside containers.

Holidays:

Contractor shall provide a holiday schedule including the next business day or Saturday makeup collection. Suspension of service for any holiday shall not relieve Contractor of its obligation to provide collection service in frequencies provided for within this Agreement. DCUA reserves the right to adjust the schedule as necessary to provide a sufficient service to its customers.

Collection Equipment:

Contractor shall use equipment designated for residential and commercial trash collection and disposal. All vehicles and equipment used in providing trash collection services shall meet all Department of Transportation (DOT) regulations (or equivalent equipment and maintenance levels) for use on public highways, streets, private roads, alleys, and parking lots within the service area and all such mentioned vehicles and equipment shall be maintained and serviced to a level as recommended by the manufacturer.

Reporting:

Contractor shall provide DCUA with monthly reports on all material tonnage of which is collected.

Representation:

Contractor shall provide a local representative to act as the DCUA's primary point of contact in the coordination of services, resolution of complaints, and general information sharing. This representative shall be able to respond to problems in the field in a timely manner and shall be available by telephone during the normal hours of providing these services.

Additional Requirements:

Contractor shall provide a brief description and history of its operations, including current size of organization and how many persons in the organization are directly engaged in recyclable collection and disposal. Contractor shall describe its experience in providing services to other municipalities and other entities of comparable size.

It is the responsibility of Contractor to become familiar with any unique road surface, width, or other access limitations within the service area.

DCUA reserves the right with forty-five (45) days prior notice to terminate this Agreement if Contractor is in default of the requirements of this Agreement.

All contractual services shall be in compliance with the City of Durant, Oklahoma, Code of Ordinances as applicable to this Agreement.

1.3 PROJECT SCHEDULE:

Contractor shall begin work no later than thirty (30) days after the Notice of Agreement. Contractor may, at its sole discretion, develop and execute a plan to service DCUA customers in phases whether by neighborhood, sector, geographic area, or any other method not prohibited by law, with the ultimate goal to make the service available to all DCUA customers.

1.4 WORK HOURS:

Contractor shall restrict hours of work between 6:00 A.M. and 8:00 P.M., Monday through Friday. Any work outside of these hours will be allowed only upon approval by DCUA.

EXHIBIT B

Hoffman Recycling

Rate Schedule

July, 2024



City of Durant, OK

Durant, OK 74701

Ph: (580) 931-6600

Email: ppolk@durant.org

Pam Polk:

Hoffman Sanitation proposes to furnish the following for the City of Durant in Durant, OK:

1. Provide EXCLUSIVE recycling service for the City of Durant with once per week pick up at the following rates
 - **Base Rate –**
 - o \$20 per location with one poly-cart
 - **Contract Term**
 - o See Independent Contractor Agreement
 - *Hoffman is local, our office is 10 mins from city hall. If there is an issue (missed trash, extra pick up, etc) we are only 10 mins from being able to pick up.*

We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,

Stewart Hoffman

Stewart Hoffman