

**AMENDMENT AND RENEWAL No. 1
PRICING AGREEMENT
OKLAHOMA CITY LANDFILL, LLC dba SOUTHEAST OKC LANDFILL (C209026)**

This amendment and renewal "Amendment and Renewal" to pricing agreement (C209026) "Pricing Agreement" for the disposal of various waste is made and entered into by and between the Oklahoma City Water Utilities Trust, otherwise referred to as "OCWUT," and Oklahoma City Landfill, LLC dba Southeast OKC Landfill (collectively referred to as the Parties).

WITNESSETH:

WHEREAS, the Oklahoma City Environmental Assistance Trust "OCEAT" and Oklahoma City Landfill, LLC dba Southeast OKC Landfill entered into a five (5) year Pricing Agreement on January 21, 2020, for the disposal of various waste; and

WHEREAS, on March 2, 2021, OCEAT merged with the Oklahoma City Water Utilities Trust "OCWUT" and thereby transferred all agreements, including the Pricing Agreement, to OCWUT; and

WHEREAS, the Pricing Agreement is eligible for a three (3) year renewal term, and the Parties wish to renew the Pricing Agreement; and

WHEREAS, Oklahoma City Landfill, LLC dba Southeast OKC Landfill requested a cost adjustment increase for the renewal term, and the Parties negotiated a one-time cost adjustment increase of 9.13% for the contract renewal beginning February 2, 2025; and

WHEREAS, it is in the best interest of the Parties to amend the Pricing Agreement to reflect the negotiated cost adjustment increase and remove certain language that places an annual three percent (3%) limitation on the increase or decrease of the U.S. Bureau of Labor's Consumer Price Index, South Region, All Urban Consumers "CPI-U"; and

WHEREAS, the Parties agree to amend the Pricing Agreement to include the cost adjustment increase and amend language regarding the annual CPI-U.

NOW, THEREFORE, in mutual consideration herein described and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

These items pertain to the Pricing Agreement (C209026)

1. The Parties agree to an increase of 9.13% for items described in Attachment "A," herein incorporated and made part of this Amendment and Renewal.

2. The Parties agree to no additional cost adjustment increases for the contract year from February 2, 2025 to February 1, 2026.
3. The Parties agree to amend the COST ADJUSTMENT TERMS with the following language:

COST ADJUSTMENT TERMS

The unit prices will be adjusted annually based on the year-over-year increase or decrease in the U.S. Bureau of Labor's Consumer Price Index, South Region, All Urban Consumers ("CPI-U"). The annual rates shall be adjusted upward or downward on February 1 of each year based on the following formula. For purposes of calculating an adjustment, the base rate for the adjustment shall be the annual CPI-U rate for the calendar year preceding the year adjustment is made. As soon as possible after the annual CPI-U (South Region, All Urban Consumers) data is published, the Bidder shall send to OCEAT a rate adjustment statement providing the relevant data, the calculated increase or decrease, and a form reflecting the newly adjusted unit prices. Adjustments to the unit prices will be made only in units of one cent (\$0.01). In any year after 2025, if the total adjustment exceeds five percent (5%), the Parties agree to negotiate the annual adjustment by separate written agreement.

New Unit Price = Existing unit price(s) * (((CPI_n – CPI_o)/CPI_o)+1)

Where, CPI_n = Consumer Price Index-U (All Urban Consumers), South Region, all items for the calendar year of the adjustment.

CPI_o = Consumer Price Index-U (All Urban Consumers), South Region, all items for the previous calendar year.

To find the CPI-U (South Region, All Urban Consumers), go to www.bls.gov/cpi. Charts are available on this website to show CPI for the previous 10 years.

FURTHERMORE, except as modified and amended herein, all other terms and provisions of the Pricing Agreement shall remain in full force and effect and are binding on the Parties.

[Signature page to follow]

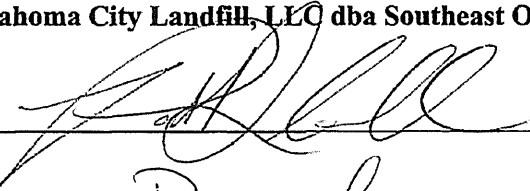
Oklahoma City Landfill, LLC dba Southeast OKC Landfill

By: _____

Printed Name: _____

Title: _____

Date: _____



PATRICK CANNON

GENERAL MANAGER

1/28/2025

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 11TH day of FEBRUARY, 2025.

ATTEST:

Amy K Simpson
SECRETARY



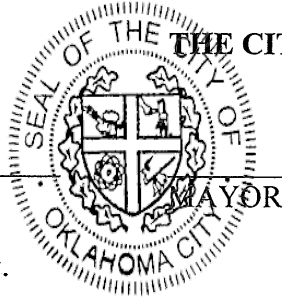
OKLAHOMA CITY WATER UTILITIES TRUST

Joe O'Connell
CHAIRMAN

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this 25TH day of FEBRUARY, 2025.

ATTEST:

Amy K Simpson
CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt
MAYOR

REVIEWED for form and legality.

Frank Green
ASSISTANT MUNICIPAL COUNSELOR

**Oklahoma City Landfill
dba Southeast Landfill
City of Oklahoma City**

PI %

9.13%

Prices

Commercial

Municipal Solid Waste & Construction & Demo

Tons per Month:

	<u>Feb-24</u>	<u>Feb-25</u>
0-999 Tons	\$ 27.29	\$ 29.78
1000-2999 Tons	\$ 25.08	\$ 27.37
3000-4999 Tons	\$ 21.64	\$ 23.62
5000-9999 Tons	\$ 20.07	\$ 21.90
10000-19999 Tons	\$ 33.08	\$ 36.10
20000-49999 Tons	\$ 38.61	\$ 42.14
50000-74999 Tons	\$ 41.35	\$ 45.13
75000 and above	\$ 44.12	\$ 48.15
Sludge Waste per Ton	\$ 27.29	\$ 29.78

Free Landfill Day

Price per car	\$ 27.56	\$ 30.08
Price per truck	\$ 44.12	\$ 48.15
Price per truck & trailer	\$ 88.25	\$ 96.31

PI Effective 2/1/25



CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY)
01/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	CONTACT NAME:		
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certificateteam@ccmsi.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Co.		22667
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C: Illinois Union Insurance Company		27960
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 2592469

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G48921000	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED ONLY AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED ONLY AUTOS ONLY			ISA H10740083	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C57256862 - AOS WLR C57257672 - OR SCF C57257726 - VI WCU C57257829 - OH XS TNS C57194790 - TX NS/XS	06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024	06/30/2025 06/30/2025 06/30/2025 06/30/2025 06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4061 - Named Insured Includes: Oklahoma City Landfill, L.L.C. - Dba: Southeast (OKC) Landfill

Division Number: 4060 - Named Insured Includes: Allied Waste Systems, Inc. - Dba: Allied Waste Services of Oklahoma City - Republic Services of Oklahoma City

CERTIFICATE HOLDER

The City of Oklahoma City and the
Oklahoma City Water Utilities Trust
420 W Main St Ste 500
Oklahoma City, OK 73102-4406
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE