

Exhibit B

Scope of Services for Maintenance, Repair, Replacement, and Distribution of Roll-Out Carts

The following Scope of Services shall be executed through the term of this Agreement. The objective of this program is to assure that all Carts are maintained in good working condition.

Scope of Services:

1. Otto shall:
 - a. Maintain, repair and deliver existing Carts;
 - b. Wash existing Carts;
 - c. Execute pick-up and delivery of Carts for any customer changes;
 - d. Receive, assemble and distribute new Carts to new City of Durham customers.
2. Otto will repair and maintain all Carts within the City's inventory, regardless of the manufacturer. Any non-Otto parts will be provided by the City at their expense. To the extent practical, Otto shall use parts scavenged from non-reparable Carts, regardless of manufacturer. However, any Otto-brand carts that are currently under Warranty (10 years) will have all parts provided by Otto at their expense.
3. No less than monthly, Otto and the City of Durham will review any Carts recommended for scrapping. Otto will provide a list to City of Durham of all Carts recommended for scrapping, including the serial number of each Cart. All Carts deemed unusable by the City of Durham will be recycled by OCM and the value of the resin will be paid to the City of Durham at the current market rate.
4. Otto will be available from 8:00 AM – 4:30 PM Monday through Friday, excluding non-operating holidays, and respond to customer requests for roll-out cart replacements, repair and/or delivery within two business days of notification. The City will make every effort to notify Otto as soon as possible when requests are made in order to allow Otto to efficiently allocate resources.
5. New customers initiating service will receive their carts within three (3) days from the date of the request.
6. All requests for service shall be submitted in writing. An electronic format (email) is acceptable as "in writing."
7. In no event shall the maintenance, repair and/or delivery of Carts by Otto interfere with the normal operations of City of Durham.
8. The City of Durham agrees to furnish at no cost, reasonable yard space, washing space, and office space to Otto during the Term of the Agreement solely for the purpose of providing the Services. Any administrative office supplies (paper, stapler, pens, etc.) will remain an expense borne by OCM.

9. Otto will keep all of its equipment, including but not limited to service trucks, etc., in good repair and operation. Occasionally, and with the permission of the City, OCM may require to use their lifting equipment to offload in-bound trucks, and this will be coordinated with the City in advance of the shipments.
10. Otto will display the Otto Container Management logo on all vehicles assigned to this contract to identify the company as a service provider in Durham.
11. At no time will Otto be deemed in default if its non-performance is directly attributable to City of Durham not supplying adequate Carts, parts, yard space or office space.
12. Otto will deliver and retrieve Carts for special events (evenings and/or weekends) with a 72-hour notice from the Solid Waste Management Director or designee.
13. Welding services will be provided at the request of the City of Durham on an as-needed basis (checked quarterly by OCM) at no additional cost to the City.