



300 E. Locust Street, Ste. 100
Des Moines, Iowa 50309
515-244-0021

MEMORANDUM

DATE: April 15, 2022
TO: MWA Board Members
CC: MWA Staff
FROM: Michael McCoy, Executive Director

RE: Wednesday, April 20, 2022, Board Meeting

.....
This month's board meeting is scheduled for Wednesday, April 20, 2022, at 5:45 pm in the board room at Central Office (300 East Locust Street, Ste. 100, Des Moines, Iowa). If you have questions about any items listed below, please call me at 323.6519 (w) or 707.3869 (c). I look forward to seeing you on Wednesday.

The following numbered items correspond with the number of the item on the agenda:

Consent Agenda Items for Approval

9. Resolution 04-22-04 – Approval to Purchase Caterpillar D6 Dozer for Metro Park East Landfill - Action for Approval
The FY22/23 budget includes a purchase of a D6 Dozer. The dozer being replaced has over 25,000 hours. The current delivery estimate for the dozer is 36 weeks, with anticipated delivery in the second quarter of FY22/23, when the budgeted funds are allocated. Staff recommends approval.
10. Resolution 04-22-05 – Approval of Compost It! Yard Waste Bag Warehousing and Delivery Agreement Extension - Action for Approval
This is the ninth annual extension to the 2012 Compost It! yard waste bag storage and delivery agreement. The agreement extends the Compost It! yard waste bag warehousing and delivery agreement one year to December 31, 2022. Staff recommends approval.

Regular Agenda Items for Approval

11. Resolution 04-22-06 – Approval of P-63 Cell E Construction Contractor for Metro Park East Landfill – Action Item
The bid from Ryan Central was the lowest at \$12,281,708.00 for the construction of Cell E at MPE. The budget includes \$12 million for the construction of Cell E at MPE. Additional funds are available in Capital Expense due to a delayed landfill closure on the west side of Phase II that is being rescheduled to FY23/24. Staff recommends approval.

12. Resolution 04-22-07 – Approval of Fuel Surcharge for Metro Transfer Stations – Action Item
Current budget for fuel is \$3.00 per gallon, however, the current average price per gallon in the US is \$5.144. Transfer stations are very sensitive to fuel cost increases. Other industry leaders are charging 28 to 29 percent for a fuel surcharge. To cover costs, staff proposes a four percent fuel surcharge for commercial waste brought to Metro Waste Authority (MWA) transfer stations. Staff recommends approval.
13. Resolution 04-22-08 – Approval of Strategic Materials, Inc. Agreement for Glass Outlet – Action Item
MWA has partnered with Strategic Materials, Inc. to sell glass since opening the MRF in November 2021. They have been a fair partner and have a positive reputation in the industry. This one-year contract to sell glass outlet to Strategic Materials, Inc. assures an outlet for the glass collected through single stream and source-separated drop-offs. Staff recommends approval.
14. Resolution 04-22-09 – Approval of P-59 CP Equipment Bond Acceptance and Release for Material Recovery Facility– Action Item
MWA and CP Manufacturing, Inc. currently have a bond agreement for the procurement of a single stream material recovery facility sorting system. The vendor has materially completed the terms of the agreement and MWA accepts the project as complete. Staff recommends acceptance of the project and release of the bond.



Board of Directors
2022 Calendar Year

Ron Pogge
Chair

David Gisch
Vice-Chair

Dean O'Connor
Altoona

Mark Holm
Ankeny

Bob Peffer
Bondurant

John Edwards
Clive

Joe Gatto
Des Moines

Steve Allen
Elkhart

David Gisch
Grimes

Tom Cope
Johnston

Bill Roberts
Mitchellville

Ed Kuhl
Norwalk

Mark Konrad
Pleasant Hill

Rob Sarchet
Polk City

Tom Hockensmith
Polk County

Gerald Lane
Runnells

Matt Blake
Urbandale

Russ Trimble
West Des Moines

Susan Skeries
Windsor Heights

Michael McCoy
Executive Director

Metro Waste Authority Board Meeting April 20, 2022

MWA Central Office
300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309
5:45 pm

Members of the public wishing to attend this meeting in person may do so at the MWA Central Office, where seats will be arranged to allow for social distancing. CDC guidelines will continue to be monitored.

Meeting ID: 833 6587 8552
Passcode: 556463

Agenda

1. Call to Order, Roll Call
2. Approval of Regular Agenda
3. Public Forum

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests an item be removed for consideration:

4. Approval of Consent Agenda – Items 4 through 10
5. Consideration of Minutes March 16, 2022, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 04-22-01 - Consideration of December 2021, Financial Statements – Action to Receive and File
7. Resolution 04-22-02 - Consideration of January 2022, Financial Statements – Action to Receive and File
8. Resolution 04-22-03 – Consideration of March 2022, Monthly Expenditures – Action for Approval
9. Resolution 04-22-04 – Approval to Purchase Caterpillar D6 Dozer for Metro Park East Landfill - Action for Approval
10. Resolution 04-22-05 – Approval of Compost It! Yard Waste Bag Warehousing and Delivery Agreement Extension - Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval – Items 11 through 14

11. Resolution 04-22-06 – Approval of P-63 Cell E Construction Contractor for Metro Park East Landfill – Action Item
12. Resolution 04-22-07 – Approval of Fuel Surcharge for Metro Transfer Stations– Action Item

13. Resolution 04-22-08 – Approval of Strategic Materials, Inc. Agreement for Glass Cutlet – Action Item⁴
14. Resolution 04-22-09 – Approval of P-59 CP Equipment Bond Acceptance and Release for Material Recovery Facility– Action Item
15. Presentation -- 2020 Presidential Award for Excellence in Math and Science Teaching: Education and Outreach Coordinator Sarah Borzo
16. Director's Report
17. Chair's Report
18. General Board Discussion and Other Business
19. Correspondence
20. Adjournment

May Executive/Finance Meeting: May 4, 2022, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa 50309, 12:00 pm.

May Board Meeting: May 18, 2022, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309, 5:45 pm.



300 E. Locust Street, Ste. 100
Des Moines, Iowa 50309
515-244-0021

March 16, 2022 Unofficial Metro Waste Authority Board Meeting Minutes

1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. Ron Pogge, chair, called the March 16, 2022, Metro Waste Authority Board Meeting to order at 5:47 pm. A quorum was present.

Roll Call – MWA Board Representatives/Alternates in Attendance

Dean O'Connor, Altoona
Mark Holm, Ankeny
John Edwards, Clive
Bob Pepper, Bondurant
David Gisch, Grimes
Rhonda Martin, Johnston
Bill Roberts, Mitchellville
Ed Kuhl, Norwalk
Mark Konrad, Pleasant Hill
Tom Hockensmith, Polk County
Ron Pogge, Urbandale
Russ Trimble, West Des Moines
Susan Skeries, Windsor Heights

2. Approval of Regular Agenda

Moved by Clive, seconded by Windsor Heights, to approve the March 16, 2022, board meeting agenda as presented. Motion carried unanimously by voice vote.

3. Public Forum

There were no requests to address the Board.

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests that an item be removed for consideration:

4. Approval of Consent Agenda – Items 4 through 11

Moved by Polk County, seconded by Clive, to approve the Consent Agenda, items 4 through 11. Motion carried unanimously by voice vote.

5. Consideration of Minutes of January 19, 2022, Metro Waste Authority Board Meeting – Action for Approval

6. Resolution 03-22-01 - Consideration of October 2021, Financial Statement - Action to Receive and File

7. Resolution 03-22-02 - Consideration of November 2021, Financial Statement - Action to Receive and File

8. Resolution 03-22-03 - Consideration of January 2022, Monthly Expenditures - Action for Approval
9. Resolution 03-22-04 - Consideration of February 2022, Monthly Expenditures - Action for Approval
10. Resolution 03-22-05 - Approval to Purchase Electric Utility Vehicles for Metro Park East Landfill - Action for Approval
11. Resolution 03-22-05 - Approval to Purchase Dozer for Metro Park East Landfill - Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval - Items 12 through 16

12. Resolution 03-22-07 - Approval to Purchase Four Semi Tractors for Metro Transfer Stations - Action Item

Moved by Clive, seconded by Polk County, to approve Resolution 03-22-07. Motion carried unanimously by voice vote.

Jon Penheiter, solid waste administrator, reported staff utilized a state contract to receive substantial savings. Staff recommend Peterbilt as the vendor for the four semi tractors. The lead time is still a year out for delivery.

13. Resolution 03-22-08 - Approval to Purchase Three Tractor Trailers for Metro Transfer Stations - Action Item

Moved by Clive, seconded by Windsor Heights, to approve Resolution 03-22-08. Motion carried unanimously by voice vote.

Penheiter reported vendors are not able to hold a bid for more than a couple of days. Staff is recommending approving a price up to \$150,000.00 per trailer so staff can act when pricing is favorable. Lead time on trailers is 10 to 12 months.

David Gisch, vice chair, asked if staff are signing for the purchase now, but not paying until receiving next FY, would that place items over budget? Penheiter explained with other budgeted items, such as the dozer and compactor, were under budget which helps offset these items.

14. Resolution 03-22-09 - Approval to Purchase Front Loader at Metro Park East Landfill for Construction and Demolition - Action Item

Moved by Clive, seconded by Windsor Heights, to approve Resolution 03-22-09. Motion carried unanimously by voice vote.

Penheiter reported the front loader was originally under budget, however, staff were notified of a 2.5% increase, making the cost come in over budget by \$7,500.00. Staff are still committed to recommending the loader. It is a hybrid with a lot of torque for the Construction and Demolition pad at Metro Park East Landfill.

15. Resolution 03-22-10 - Approval of Compost It! Yard Waste Bag Vendor Recommendation - Action Item
 Moved by Clive, seconded by Polk County, to approve Resolution 03-22-10. Motion carried unanimously by voice vote.
- Cassie Riley, community relations manager, reported the current agreement expired in December of 2021. Staff issued an RFP and received two qualified bids. Metro Waste Authority (MWA) recommends Pabco as the vendor for the Compost It! bags. This represents the lowest bid with the most experience.
16. Resolution 03-22-11 - Approval of Expenditures Related to Cart Management - Action Item
 Moved by Clive, seconded by Windsor Heights, to approve Resolution 03-22-11. Motion carried unanimously by voice vote.
- Riley reported in January 2022, MWA board approved the new contracts for garbage, recycling, and yard waste. In the new contracts, MWA internalized the cart management to reduce costs starting July 1, 2022. Internalizing the cart management, will save MWA approximately \$40,000.00 annually. This project is not budgeted, however, funds are available from savings realized due to under budget capital expenses.
17. Closed Session
 Moved by Clive, seconded by Windsor Heights, to enter closed session at 6:06 pm as provided in Iowa Code 21.5.1(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. No action was taken during closed session.
- A motion was made by Clive, seconded by Windsor Heights, to adjourn closed session at 6:21 pm. Motion carried unanimously by voice vote. The public meeting reconvened at 6:22 pm.
18. Approval of Settlement Agreement Between Metro Waste Authority and Parties Stated in Settlement Agreement – Action Item
 Moved by Clive, seconded by Polk County, to approve Resolution 03-22-12. Motion carried unanimously by voice vote.
19. Director’s Report
 Leslie Irlbeck, deputy director, expressed appreciation to Supervisor Hockensmith for his efforts toward a story with Polk County, that led to a media story with WHO13’s Hello Iowa.
- Irlbeck reported the Education Center has been opened to host meetings from agencies throughout the state including the Iowa Solid Waste Association, Iowa Recycling Association, and HAZWHOPPER classes.
- Michael McCoy, executive director, reported the revenue to date for the MRF is 105% above the budgeted estimated of \$787,800.00. MWA is looking to open the doors to more commercial and outside area material.
- The April executive finance meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, April 6, 2022, at 12:00 pm.

The April board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, April 20, 2022 at 5:45 pm.

20. Chair's Report

Ron Pogge, Urbandale, reported a leadership directory and seating chart was handed out to those in person. If virtual, a leadership directory will be emailed.

21. General Board Discussion and Other Business

Gisch reported the MRF is looking very nice. The land to the west of the MRF is now being developed.

22. Adjournment

Moved by Clive, seconded by Windsor Heights, to adjourn the March 16, 2022 board meeting. Motion carried unanimously by voice vote. Meeting adjourned at 6:29 pm.

Michael McCoy, Executive Director

Ron Pogge, Chair

**METRO WASTE AUTHORITY
BILLS PAID IN MARCH 2022**

Vendor Name	Services Provided	Amount
ABM PARKING	Parking	5,760.00
ACCESS SYSTEMS	Office printing	332.50
ADVENTURE LIGHTING	Electrical supplies	49.22
AFLAC	Insurance premium	476.64
ALLENDER BUTZKE ENGINEERS, INC.	Engineering fees	5,643.76
AMERICAN MARKING, INC.	Office supplies	93.50
AMERICAN SECURITY	Security	460.72
ANKENY SANITATION	Waste/drop off/contract expens	512,886.01
ARAMARK UNIFORM SERVICES, INC.	Rags/mats/supplies	55.40
ATLANTIC BOTTLING COMPANY	Office supplies	57.92
BOMGAARS	Parts/small tools/supplies	56.99
BOOT BARN	Health/safety	115.16
BRICK GENTRY P.C.	Legal fees	26,180.50
CENTRAL IOWA MECHANICAL	Site maintenance	11,919.00
CENTRAL STATES ROOFING	MRF	14,856.10
CENTRAL UNITED LIFE INSURANCE	Life insurance	304.44
CHAMPLIN TIRE RECYCLING, INC	Tire processing	3,699.15
CITY GARDENS, INC	Site maintenance	8,420.00
CLEAN DES MOINES, INC.	Janitorial services	1,104.00
CLEAN HARBORS ENV. SERVICE INC	Contract disposal	15,545.94
COMMONWEALTH ELECTRIC COMPANY	Site maintenance	11,937.46
CONTROL INSTALLATIONS OF IOWA INC	Repair services	472.50
CONTROLLED ACCESS OF THE MIDWEST, LLC	Site maintenance	91.00
CPI TECHNOLOGIES, LLC	Phone system	6,121.07
DAN'S OVERHEAD DOORS 4	Building repairs	341.32
DARYLE J BENNETT II	Building services	300.00
DES MOINES MOBILE WASH, INC	Preventive maintenance	920.00
DES MOINES REGISTER, THE	Advertising	408.56
DES MOINES SOLID WASTE	Yard waste collection	111,478.07
DES MOINES WATER WORKS	Utilities	3,886.65
DES MOINES, CITY OF	Lease/leachate processing	13,043.35
DEX MEDIA EAST	Advertising	1,575.00
DIAM PEST CONTROL	Pest control	120.00
DOORS INC	Building services	43.34
ECOSOURCE LLC	Well maintenance	2,500.00
EMSL ANALYTICAL, INC	Asbestos testing	208.00
ETC GRAPHICS, INC.	Signage	87.50
EXCEL MECHANICAL CO., INC.	MRF	123,688.10
EXPRESS LAUNDRY	Floor mats	125.00
FERGUSON ENTERPRISES, INC	Equipment	10,318.20
FERRELLGAS	Utilities/equipment fuel	882.99
FLYNN WRIGHT	Public information/promotion	41,387.65
FOX VALLEY FIRE & SAFETY CO INC	Parts/labor	8,088.40
FREIGHTLINER OF DES MOINES, INC	Parts	226.81
GENERAL FIRE & SAFETY EQUIPMENT	Fire Extinguisher	149.00
GRAPHITE CONSTRUCTION GROUP INC	MRF	304,186.78
GRIMES, CITY OF	Utilities	1,853.39
HANIFEN CO. INC.	Parts/labor	100.00
HAWKEYE FIRE & SAFETY CO	Equipment repairs	190.90
HDR ENGINEERING, INC.	Engineering services	183.50
HEARTLAND CO-OP	Equipment fuel	830.00
HIRERIGHT SOLUTIONS INC.	Health/safety	33.65
HOLM'S/AMERICAN RADIATOR LLC	Parts/labor	3,802.00

Vendor Name	Services Provided	Amount
HOUSBY HEAVY EQUIPMENT	Parts/labor/preventive maint	8,864.06
HOUSBY MACK, INC.	Parts/labor/preventive maint	1,682.63
IA IND LIVING COUCIL	REFUND	1,836.59
IMWCA	WC insurance	30,520.00
INLAND TRUCK PARTS CO.	Parts/labor/preventive maint	156.60
IOWA DEMOLITION	MRF-baler	750.00
IOWA DEPARTMENT OF NATURAL RESOURCES	DNR Quarterly Tonnage Fees	419,474.44
IOWA DNR	SWAP Grant 21-G550-08	1,388.89
IPERS	Employer's share of IPERS	49,901.48
ISCO, INC.	Leachate well maintenance	141.66
J PETTIECORD	Equipment rent	800.00
J. A. KING & CO	Site maintenance/parts	664.17
JACQUELINE WILL	Mileage/expenses	80.64
JASPER COUNTY TREASURER	Property taxes	4,162.00
JOHNSON CONTROLS, INC.	Site maintenance	855.00
JO-RO ENTERPRISES, LTD	Site maintenance	239.50
KABEL BUSINESS SERVICES	Employee benefit expense	5,753.31
KABEL BUSINESS SERVICES	Service fees	54.90
KENWORTH MID-IOWA INC.	Parts/preventive maintenance	2,020.60
KIERRA HORTON	Mileage/expenses	165.76
KNAPP	Management fee	896.79
KNAPP	Site maintenance	1,705.00
LUBE-TECH & PARTNERS, LLC	Equipment fuel	13,439.23
MAILFINANCE INC	Mailing expense	1,409.82
MCANINCH	MRF	45,405.49
MCMaster-CARR SUPPLY CO.	Leachate maintenance/collectio	513.41
MHC KENWORTH - DES MOINES	Parts/labor/preventive maint	8,145.42
MIDAMERICAN ENERGY	Utilities	8,064.74
MIDLAND POWER COOPERATIVE	Utilities	1,905.53
MMC CONTRACTORS IOWA	Building services	7,346.89
NAPA DISTRIBUTION CENTER	Parts/small tools/supplies	112.84
NATIONWIDE OFFICE CLEANERS LLC	Janitorial services	34.89
ODORGON	Parts	452.18
O'HALLORAN INTERNATIONAL, INC.	Parts/labor/prev maint	11,590.14
ONE SOURCE	Background checks	149.20
O'REILLY AUTO PARTS	Parts/small tools/supplies	1,267.55
OTIS	Elevator inspection	375.00
OVERHEAD DOOR COMPANY	Building maintenance	1,102.12
P & P SMALL ENGINES, INC.	Parts	247.91
PAYLOCITY	Processing fee	1,978.09
PER MAR	Security	110.00
PERFICUT COMPANIES INC	Site maintenance	1,427.40
PETERSON CONTRACTORS, INC.	Contracted fly ash hauler	10,368.15
POLK COUNTY TREASURER	Property taxes	85,578.00
POMP'S TIRE SERVICE, INC.	Tire/track repairs	7,583.61
PRAXAIR DISTRIBUTION INC.	Welding supplies	1,232.95
PROSPERITY JANITORIAL	Janitorial services	3,488.68
PULLEY CHIROPRACTIC	REFUND	1,858.91
QUICK OIL CO.	Equipment fuel	5,213.85
RDO INTEGRATED CONTROLS	Parts/labor	1,604.32
ROBERT HARDING	Tool allowance	100.00
SAFETY-KLEEN SYSTEMS, INC	Supplies	335.01
SCOTT'S AUTO GLASS LLC	Parts/labor	1,600.00
SCS ENGINEERS, PC	Engineering services	48,762.43
SCS FIELD SERVICES	Engineering services	6,235.80
SENECA TANK	Parts	310.00
SINK PAPER & PACKAGING	Yard bag storage/distribution	2,155.32
SOCIAL SECURITY ADMINISTRATION	Employer's share of FICA	40,823.97

Vendor Name	Services Provided	Amount
SOIL CONTROL LAB	Environmental monitoring	698.00
STATES NEWSROOM	REFUND	1,213.95
STENSLAND SOD	Site maintenance	2,218.13
STRAUSS SECURITY SOLUTIONS	Security	236.00
TESTAMERICA LABORATORIES, INC	Environmental monitoring	2,243.75
THE UNIVERSITY OF IOWA	EPA Grant	520.49
TIFCO INDUSTRIES	Parts/small tools/supplies	777.23
TITAN MACHINERY	Parts	1,931.94
TOMPKINS INDUSTRIES, INC.	Parts	176.78
TRANSPORT REFRIGERATION, INC.	Preventive maintenance	2,689.66
TRI-CITY ELECTRIC CO OF IOWA	MRF	70,508.83
TRUENORTH COMPANIES	Dues/subscription/fee	2,500.00
VALLEY ENVIRONMENTAL SERVICES	Contract disposal	1,192.60
VAN WALL EQUIPMENT	Parts/labor/preventive maint	1,831.39
VANTAGEPOINT TRANSFER AGENTS	Employer's share deferred compensation	7,605.62
VERIZON WIRELESS	Computer supplies/maintenance	387.61
VERMEER SALES & SERVICE INC.	Parts	5,987.17
VISIONARY SERVICES	REFUND	8,656.30
WASTE CONNECTIONS, INC.	Waste collection/tire processi	138,019.45
WASTE MANAGEMENT OF IOWA	Curbside/drop off/waste coll	540,057.37
WASTE SOLUTIONS OF IOWA	Building services	760.00
WD DOOR	Building repairs	261.50
WEIGHTS & MEASURES BUREAU	Site permit	756.00
WEST BANK	Credit card payment for misc office and travel expenses	20,151.05
WEST BANK	Service fees	81.65
WEST DES MOINES, CITY OF	Advertising	2,000.00
WEX	Fuel	2,000.58
WILLIAMSON'S REPAIR	Equipment maintenance	52.98
WRIGHT OUTDOOR	Building services	356.00
ZIEGLER, INC.	Part/labor/prev maint/subscrip	5,761.84
Grand Total		2,933,673.88

The MWA Executive Director and the Finance Administrator certify that the above MWA bills paid are properly due and have been made in accordance with the operating and expenditure processes established by MWA.



Michael McCoy, Executive Director



Nickie Whitaker, Finance Administrator

**Metro Waste Authority Board
Monthly Board Meeting
April 20, 2022
Consent Agenda Item 9**

ITEM:

Approval to Purchase Caterpillar D6 Dozer for Metro Park East Landfill

SUMMARY:

The FY22/23 budget includes \$650,000 for the purchase of a D6 Dozer. This dozer will replace one of two D6 dozers currently in use at MPE. The dozer being replaced has over 25,000 hours.

The current delivery estimate for the dozer is 36 weeks, with anticipated delivery in the second quarter of FY22/23 when the budgeted funds are allocated. Pricing was obtained utilizing Sourcewell purchasing group. This resulted in preferred government pricing, equating to a 23% discount.

DISCUSSION POINTS:

Staff believes the Caterpillar platform is the best option for landfill use. The high track system keeps the drive system out of some of the waste and debris. Other similar dozer makers like Case, John Deere, and Komatsu do not offer the high track system.

- Zeigler Cat with extended warranty: \$587,880.59

STAFF RECOMMENDATION:

Staff recommends approval to purchase Caterpillar D6 dozer from Zeigler CAT.

BUDGET REQUIREMENTS:

The purchase of the dozer has been approved in the Capital Expenditures FY22/23 budget. The bid is under budget.

ATTACHMENTS:

Zeigler CAT Bid

CONTACT:

Jon Penheiter, solid waste administrator, 515.333.4446

Ziegler Inc.



192257-01

March 11, 2022 - ****REVISED 3/30/2022****

METRO WASTE AUTHORITYATTN: ACCOUNTS PAYABLE
 300 E LOCUST ST STE 100
 DES MOINES, Iowa 50309-1864

Attn: John Booth

NEW 2022 CAT D6XE

STANDARD EQUIPMENT

POWERTRAIN - Electric drive, high efficiency - continuously variable speed - Travel speed control and brake pedals - C9.3B diesel engine - EPA/ARB Tier 4 final - certified engine with aftertreatment - Air cleaner, Strata tube precleaner - with dust ejection - Air filter w/electronic service - indicator - Aftercooler, air to air (ATAAC) - Coolant, extended life - Fan, hydraulic reversing, cold weather - Final drives, double reduction - planetary - Radiator, aluminum bar plate - Fuel priming pump, electric - Parking brake, electronic - Starting aid, ether ready, automatic - Turbocharger - Fuel water separator - Ecology drain

UNDERCARRIAGE - Carrier rollers - Equalizer bar, maintenance free - Rollers, lifetime lubricated - Track, lifetime lubricated - Track roller frames, tubular - Track adjusters, hydraulic - Sprocket rim segments, replaceable -

ELECTRICAL - LED lights, 6 standard - Alarm, backup - Alternator, 150 AMP - Batteries, 2 maintenance free 12V - (1400 cca) (24V system), heavy duty - Converter, two 10 amp 12V outlets - Starter, heavy duty, 24V - Horn, forward warning - Light, work, underhood -

OPERATOR ENVIRONMENT - One piece cab, sound suppressed, - Integrated roll over protection(IROPS), - adjustable operator controls and - armrests, cab mounted modular HVAC - system, and screen ready. - Cup holders - Lunchbox storage - Electro-hydraulic implement - steering controls - Full color LCD display, 254mm(10in) - integrated with rear camera - Foot pads, dash - Mirror, rearview - Seatbelt, retractable 76mm(3 in) - Wipers - Glove box

OTHER STANDARD EQUIPMENT - Ripper ready rear hydraulics - Winch ready rear hydraulics - Fast fill ready fueling - 30 minute cab removal - Ladder, rear access - Mounting provision for grease gun, - shovel and fire extinguisher - CD ROM parts book - Engine enclosures, perforated - hinged, removable - Bottom guards, hinged, removable - Ground level service center with - remote electrical disconnect, - secondary shutdown switch & hour meter - Hood, perforated - Hydraulics, independent steering - and implement - Hydraulics, load sensing, dozer lift - and tilt - Product link, Cellular PLE641 - Radiator doors, perforated, hinged, - louvered - S.O.S sampling ports - Vandalism protection for fluid - compartments and battery box -

Ziegler Inc.

MACHINE SPECIFICATIONS

REF #	DESCRIPTION	LIST PRICE
464-5815	D6 XE 20B LGP TTT CFG9	\$575,269
	LANE 2 - AVAILABLE FROM EAST PEORIA FACTORY	\$
	LANE 3 - AVAILABLE FROM EAST PEORIA FACTORY	\$
	90 inch gauge. 8 roller track frame. 10 roller track frame optional	\$
	for fine grading applications.	\$
	Up to 36 inch track shoes available.	\$
	Ultra-low ground pressure (5.2 psi) capability.	\$
	AVAILABLE FOR: Australia / New Zealand dealers ONLY when ordered	\$
	with Sweeps or Forestry Arrangement.	\$
464-5587	BASIC ARRANGEMENT	\$0
464-5186	FINAL DRIVE, 90" (2286 MM)	\$0
464-5206	ENGINE, XE, STANDARD	\$0
464-5556	PRECLEANER, BASIC	\$0
460-4580	OIL CHANGE SYSTEM, HIGH SPEED	\$1,093
542-5766	UC, HDXL, FINE GRADING	\$6,960
545-3946	TRACK, 36" ES HDXL	\$4,140
460-7149	FAN, REVERSING, PUSHARM	\$0
464-5463	HYDRAULICS, PUSHARM	\$0
460-4585	HYDRAULICS, WINCH READY LINES	\$0
464-5174	ALTERNATOR, 150 AMP	\$0
560-9088	SEAT, HEATED & VENTILATED	\$2,081
471-4992	FUEL TANK, XE, FAST FILL	\$0
471-7277	GUARD, BOTTOM, PA	\$0
471-0416	ENCLOSURE, ENGINE, PUSHARM	\$0
471-5029	GUARD, NO SEALS	\$0
505-6704	GRAB HANDLES, STD, PUSHARM	\$0
472-5602	WATER JACKET HEATER, 110V	\$332
555-5500	FILM, WARNING, ANSI	\$0
566-3145	CYLINDER LINES, PUSHARM	\$10,079
471-7300	DRAWBAR	\$1,787
571-7818	LIGHTS, 12, LED, PREMIUM PUSHARM	\$2,392
589-3554	LIGHT, WARNING	\$1,149
583-9463	CAB, PREMIUM	\$3,763
543-1114	FLOOR, CAB, PREMIUM	\$295
577-8623	REAR CAMERA	\$611
441-9252	AIR FILTER, CAB	\$0
579-5779	PREMIUM CORP RADIO (12V)	\$672
587-7162	ARO W/ ASSIST	\$10,090
577-7697	PROD LINK, PLE643/PLE743 RADIO	\$0
589-3552	RADIO, CB (READY)	\$1,132
435-5758	JOYSTICK, ARO/GRADE, PA	\$0
594-7763	DOZER CTL, ARO/GRADE, PA	\$0
577-7228	LIGHT, REAR WORK	\$362
472-7314	6S LGP BULLDOZER	\$21,023
472-7308	BLADE, 6S LGP ARO	\$14,197

Ziegler Inc.

REF #	DESCRIPTION	LIST PRICE
464-5460	CONTROL, RIPPER/WINCH	\$1,232
464-5589	WASTE HANDLING ARR, PUSHARM	\$23,754
	TOTAL LIST PRICE	\$682,412
	TOTAL CORPORATE DISCOUNT (23% OF LIST)	\$(156,955)
	TOTAL CONFIGURED PRICE	\$525,458
0P-9003	LANE 3 ORDER	\$0
0P-8025	PACK, DOMESTIC TRUCK, MTTT	\$0
566-5515	FLUIDS, STD OIL, -58F	\$303
	TOTAL NET ITEMS	\$303
	FIRE SUPPRESSION SYSTEM	\$25,000
	FREIGHT/PREP	\$11,800
		\$
	60 MONTH OR 7,500 HOUR PREMIER	\$25,320
	TOTAL POST FACTORY ITEMS	\$62,120
	TOTAL MACHINE SELL PRICE	\$587,881

SELL PRICE**\$587,880.59**

EXT WARRANTY

Included

WARRANTY

Standard Warranty:

Standard Manufacturer's Warranty

Extended Warranty:

60 MONTH or 7,500 Hour PREMIER

F.O.B/TERMS: DES MOINES

PURCHASER	METRO WASTE AUTHORITY				
STREET ADDRESS	300 E LOCUST ST STE 100			<SAME>	
CITY/STATE	DES MOINES, IA	COUNTY	POLK (IA)		
POSTAL CODE	50309-1864	PHONE NO.	515-244-0021		
CUSTOMER CONTACT:	EQUIPMENT				
	PRODUCT SUPPORT				
INDUSTRY CODE:		PRINCIPAL WORK CODE		F.O.B. AT:	DES MOINES

ACCOUNT NUMBER	5785300	Sales Tax Exemption # (if applicable)	N/A	PURCHASER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0.00
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR	MODEL: D6XE	YEAR: 2022			
STOCK NUMBER: TBD	SERIAL NUMBER: TBD				
D6 XE 20B LGP TTT CFG9	464-5815	GUARD, BOTTOM, PA	471-7277	PREMIUM CORP RADIO (12V)	579-5779
LANE 3 ORDER	0P-9003	ENCLOSURE, ENGINE, PUSHARM	471-0416	ARO W/ ASSIST	587-7162
BASIC ARRANGEMENT	464-5587	GUARD, NO SEALS	471-5029	PROD LINK, PLE643/PLE743 RADIO	577-7697
FINAL DRIVE, 90" (2286 MM)	464-5186	GRAB HANDLES, STD, PUSHARM	505-6704	RADIO, CB (READY)	589-3552
ENGINE, XE, STANDARD	464-5206	WATER JACKET HEATER, 110V	472-5602	JOYSTICK, ARO/GRADE, PA	435-5758
PRECLEANER, BASIC	464-5556	FILM, WARNING, ANSI	555-5500	DOZER CTL, ARO/GRADE, PA	594-7763
OIL CHANGE SYSTEM, HIGH SPEED	460-4580	CYLINDER LINES, PUSHARM	566-3145	LIGHT, REAR WORK	577-7228
UC, HDXL, FINE GRADING	542-5766	PACK, DOMESTIC TRUCK, MTTT	0P-8025	6S LGP BULLDOZER	472-7314
TRACK, 36" ES HDXL	545-3946	DRAWBAR	471-7300	BLADE, 6S LGP ARO	472-7308
FAN, REVERSING, PUSHARM	460-7149	LIGHTS,12,LED,PREMIUM PUSHARM	571-7818	CONTROL, RIPPER/WINCH	464-5460
HYDRAULICS, PUSHARM	464-5463	LIGHT, WARNING	589-3554	FLUIDS, STD OIL, -58F	566-5515
HYDRAULICS, WINCH READY LINES	460-4585	CAB, PREMIUM	583-9463	WASTE HANDLING ARR, PUSHARM	464-5589
ALTERNATOR, 150 AMP	464-5174	FLOOR, CAB, PREMIUM	543-1114	FIRE SUPPRESSION SYSTEM	
SEAT, HEATED & VENTILATED	560-9088	REAR CAMERA	577-8623		
FUEL TANK, XE, FAST FILL	471-4992	AIR FILTER, CAB	441-9252		

YEAR	BILL OF SALE - TRADE-IN EQUIPMENT	SERIAL NO.	SELL PRICE	\$587,880.59
			EXT WARRANTY	Included
			NET BALANCE DUE	\$587,880.59
			BALANCE	\$587,880.59

PURCHASER REPRESENTS AND WARRANTS ANY TRADE-IN EQUIPMENT IS FREE OF ALL LIENS, ENCUMBRANCES, LIABILITIES, AND ADVERSE CLAIMS OF EVERY NATURE WHATSOEVER EXCEPT AS NOTED BELOW.

GROSS TRADE ALLOWANCE _____

PAYOUT TO _____ AMOUNT OWING: _____

PURCHASER TO PAYOUT ZIEGLER INC. TO PAY OUT

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO ZIEGLER INC. SUBJECT TO THE TERMS ON PAGE 2

<input checked="" type="checkbox"/> NEW EQUIPMENT WARRANTY New equipment is subject to a limited warranty ("Limited Warranty") as provided by the manufacturer or Seller, which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. Limited Warranties extend only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty, as further stated on Page 2. Neither manufacturer nor Seller will be responsible for any other warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AS FURTHER STATED ON PAGE 2. Standard Manufacturer's Warranty 60 MONTH or 7,500 Hour PREMIER	<input type="checkbox"/> USED EQUIPMENT WARRANTY ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED AS FURTHER STATED ON PAGE 2. All used equipment is sold "as is with all faults," and no warranty is offered except as specified here:
---	---

CSA: _____

NOTES: _____

THIS AGREEMENT INCLUDES THE TERMS ON PAGE 2 AND THE WEBSITE REFERRED TO THEREIN

Ziegler Inc. Company PURCHASER

ORDER RECEIVED BY Derek Assman APPROVED AND ACCEPTED ON _____

REPRESENTATIVE METRO WASTE AUTHORITY

PURCHASER

BY _____ SIGNATURE

TITLE

TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

1. ACCEPTANCE. All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.

2. TAXES. Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.

3. FINANCING. If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.

4. ADDITIONAL DOCUMENTATION. On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

5. SECURITY INTEREST. To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.

6. TITLE AND RISK OF LOSS; DELIVERY. Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.

7. SHIPMENT. Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.

8. INSURANCE. Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy.

9. BILL AND HOLD. If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.

10. DAMAGES; MAXIMUM LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

11. WARRANTY LIMITATIONS. Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

12. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.

13. TRADE-IN EQUIPMENT. Purchaser assigns, sells, transfers, and conveys¹⁷ title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.

14. DATA AND PRIVACY. Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Statement, and applicable manufacturers' statements.

15. INTELLECTUAL PROPERTY. A All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

16. ENTIRE AGREEMENT; AMENDMENT. Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.

17. FORCE MAJEURE. Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.

18. DISPUTES. Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this agreement. This agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

19. UCC. All terms used but not defined in this agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

20. COUNTERPARTS. This agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.

21. ELECTRONIC SIGNATURES. Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01-325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.

**Metro Waste Authority Board
Monthly Board Meeting
April 20, 2022
Consent Agenda Item 10**

ITEM:

Extension to Compost It! Yard Waste Bag Warehousing and Delivery Agreement

SUMMARY:

This extension extends the Compost It! Yard Waste Bag Warehousing and Delivery Agreement one year to December 31, 2022.

DISCUSSION POINTS:

This is the ninth annual extension to the 2012 Compost It! Yard Waste Bag Storage and Delivery Agreement. Sink Paper and Packaging of Urbandale performs to contract specifications.

Year-to-year, storage and delivery fees are based on a diesel fuel index. Price of delivery per case will increase to \$2.63. In addition, MWA will pay Company a fuel surcharge of 1.5% for every \$.25 raise in fuel prices over \$3.613. The surcharge will be assessed weekly and adjust up or down depending upon the price of diesel fuel.

STAFF RECOMMENDATION:

Recommend approval

HISTORY/PROJECT ANALYSIS:

Metro Waste Authority contracts for the storage and delivery of yard waste bags to local retailers. The contract was secured through a competitive bidding process.

BUDGET REQUIREMENTS:

The cost of storage and delivery of bags is a budgeted item in the FY21/22 budget.

ATTACHMENTS:

Ninth Extension Agreement for Warehousing and Delivery of Compost It! Yard Waste Bags

CONTACTS:

Leslie Irlbeck, deputy director, 515.323.6501

**NINTH EXTENSION OF
METRO WASTE AUTHORITY AGREEMENT FOR WAREHOUSING AND DELIVERY OF
COMPOST IT! YARD WASTE BAGS**

This NINTH EXTENSION OF METRO WASTE AUTHORITY AGREEMENT FOR WAREHOUSING AND DELIVERY OF COMPOST IT! YARD WASTE BAGS (this "Ninth Extension Agreement") is entered into this 20th day of April, 2022, by and between **Metro Waste Authority**, a joint powers entity organized pursuant to Chapter 28E of the Iowa Code ("MWA"), and **Sink Paper & Packaging Co.**, an Iowa corporation ("Company").

RECITALS

- A. On or around July 1, 2012, MWA and Company entered into that certain Metro Waste Authority Agreement for Warehousing and Delivery of Compost It! Yard Waste Bags (the "Original Agreement").
- B. On or around July 1, 2013, Company and MWA entered into that certain Extension and Amendment of Metro Waste Authority Agreement for Warehousing and Delivery of Compost It! Yard Waste Bags (the "First Extension Agreement"), whereby the parties agreed to (i) extend the term of the Original Agreement and (ii) amend the Original Agreement with respect to the price of yard waste bag cases. The other extension agreements were entered under the same terms.
- C. Pursuant to Paragraph 1 of the First Extension Agreement, the term of the Original Agreement ended on June 30, 2014.
- D. Pursuant to Section VI of the Original Agreement, the Original Agreement may be extended from year to year upon mutual agreement of the parties.
- E. Both MWA and Company desire to extend the term of the Original Agreement, pursuant to the terms set forth herein.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Extension of Original Agreement. MWA and Company hereby agree that the Original Agreement shall be extended through December 31, 2022, on and subject to the same terms and conditions as set forth in the Original Agreement, as amended.
2. Compensation Will Increase. MWA and Company hereby agree that based on Section V. COMPENSATION, as amended, the cost per case will increase. MWA will pay to Company a fee of \$2.63 per case for all yard waste bag cases distributed by Company to MWA retailers as full compensation for all services provided by Company under

this contract. The sole exception to this fee structure is the special fee paid for Rush Orders, as defined in Section III. For Rush Orders, MWA will pay Company a special fee of \$35 per Rush Order.

In addition, MWA agrees to pay Company a 1.5% fuel surcharge (*i.e.*, an increase to the cost of the per case bag fee) for every \$.25 raise in fuel prices over \$3.613. The surcharge will be assessed weekly and adjusted up or down depending upon the then price of diesel fuel based on the US On-Highway Diesel fuel price.

3. Original Agreement Except as amended, the Original Agreement and the terms of it shall continue in full force and effect. In the event of a conflict between the provisions of the Original Agreement, and the amendments, the provisions of this Extension Agreement shall prevail.

4. Counterparts. This Extension Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

5. Severability If any provision of this Extension Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall any such illegality or invalidity affect any legal or valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

6. Governing law. The Extension Agreements and the Original Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we, the undersigned, by our duly authorized agents, affix our signatures as of the date first written above.

MWA:

By: _____

Michael McCoy, Executive Director

Sink Paper & Packaging CO.

By:  _____

Austin Krusentjema, Purchasing Manager

**Metro Waste Authority Board
Monthly Board Meeting
April 20, 2022
Agenda Item 11**

ITEM:

Approval of P-63 Cell E Construction Contractor for Metro Park East Landfill. Cell E is a 21-acre cell located in Phase II of the landfill.

SUMMARY:

The FY21/22 budget includes \$12 million for the construction of Cell E at Metro Park East Landfill. In addition to cell construction, the anticipated cost also included capital repairs and \$400,000 for construction oversight. The repair is included in the bids; however, construction oversight will be a separate expense.

Four bids were received and opened on March 30, 2022. HDR and MWA have evaluated the bids and found all four were responsive and the contractors were qualified to perform the work.

Construction will begin on May 9, 2022, and is scheduled for completion in December 2022.

DISCUSSION POINTS:

Cell construction is very sensitive to changes in the cost of petroleum. The plastic liner material and the actual fuel used during the construction provide most of the sensitivity. When these factors are compounded with a challenging labor market, obtaining bids was difficult.

MWA received the following bids:

- | | |
|----------------------|-----------------|
| • Ryan Central | \$12,281,708.00 |
| • Rachel Contracting | \$15,791,986.90 |
| • Veit and Company | \$16,710,847.00 |
| • CJ Monya | \$17,153,417.40 |

MWA had also budgeted \$2.275M for landfill closure on the west side of Phase II at MPE. For a variety of reasons, this project was rescheduled for FY23/24 or later. These funds will help offset the additional capital required for the Cell E construction.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and award the bid to Ryan Central.

BUDGET REQUIREMENTS:

In addition to the bid prices plus the cost of construction oversight, the project is anticipated to be \$500,000-\$700,000 over budget. Funds are available in Cap Ex due to the delayed closure project.

ATTACHMENTS:

HDR Bid Review and Evaluations

CONTACT:

Jon Penheiter, solid waste administrator, 515.333.4446



April 5, 2022

Mr. Jon Penheiter
Solid Waste Administrator
Metro Waste Authority
12181 NE University Ave.
Mitchellville, IA 50169

RE: Bid Review and Evaluation
MWA Project P-63 – Cell E & Phase 1 Cover Improvements

Dear Mr. Penheiter:

At Metro Waste Authority's (MWA's) request, HDR Engineering, Inc. (HDR) has completed a technical review and evaluation of the Bid Forms and supplemental information for the MWA P-63 – Cell E & Phase 1 Cover Improvements project (project), which were furnished to HDR on March 30, 2022. There were four bids received, with total base bid prices ranging from \$12,281,708.00 to \$17,153,417.40. The engineer's opinion of probable construction cost (OPCC) on the base bid was \$11,685,000 which is approximately 4.86 percent lower than the low base bid. The lowest total bid was submitted by Ryan Incorporated Central (Ryan).

HDR has reviewed the price calculations and summaries on the Bid Forms from all Bidders and found no irregularities, but one error. CJ Monya listed their Item No. 104 with a unit price of \$6.20 and corresponding bid price of \$263,258.20 to "Excavate, Haul, Place, and Compact Soils at the Eastern Access Road to Cell E". Based upon the estimated quantity of 41,461 CY for Item No. 104 and their listed bid unit price of \$6.20, the correct corresponding bid price should be listed as \$257,058.20. The total bid price and unit price Item No. 104 was corrected within the bid tabulation attached based on the unit price of \$6.20.

Bid item pricing submitted by Ryan was evaluated against industry pricing on previous projects of similar scope and size and against the OPCC. The cost for the liner and leachate collection system was higher than estimated when comparing to previous completed projects on site which is believed to be due to the volatility of the resin market affecting piping and geosynthetic product pricing. Unit rates for soil hauling on-site were also observed to be higher than anticipated and higher than recent past projects likely due to the recent volatility within the petroleum industry. The cost to complete the Phase I Cover Improvements work within the project was lower when comparing the bids received from when the Phase 1 Cover Improvements project was originally bid in the Fall of 2021.

It should also be noted that the project included the requirement for an allowance as a percentage based on total bid price. Included in Ryan's base bid of \$12,281,708 is a project allowance in the amount of \$299,554 that if unused, will be deducted from the project upon final completion through a change order.

The firms submitting bids included many of the firms who HDR would typically expect to bid on a landfill cell construction project in this regional geography and the number of bids received is a reasonable indication of a competitive bidding environment. Each bidder acknowledged the receipt of the one issued addendum.

hdrinc.com

For the apparent low bidder, HDR also reviewed Section 00 45 10 - Qualifications Statement, provided by Ryan on April 01, 2022. During this review, no significant irregularities or errors were identified and HDR considers the Qualification Statement submitted by Ryan to be satisfactory. HDR reviewed the Bid Bonds submitted by each of the four bidders. Each Bid Bond included a Bid Security of five (5) percent of the maximum Bid price, therefore, the Bid Bond portion of each bid was found to be satisfactory.

Ryan has previously performed work for MWA during construction of cell liner projects at Metro Park East, such as the P-54A Cell D North Liner project. Additionally, HDR has worked with Ryan on multiple landfill and leachate pond construction projects within Nebraska and Iowa within the last five (5) years. In reviewing the project references included within Ryan's bid, HDR has concluded that Ryan is a relatively large regional firm, which has completed landfill construction projects of a size and complexity similar to MWA Project P-63 in the past five (5) years. Based on the information provided in the bid documents, HDR has concluded that Ryan has the experience and ability to provide the required services (e.g., is a responsible bidder).

Based upon the above technical evaluations and the attached Bid Tabulation, HDR has concluded that Ryan is the lowest, responsive, responsible bidder for MWA's P-63 – Cell E & Phase 1 Cover Improvements project.

Please do not hesitate to contact me at (402) 208-0662 if you require additional clarification or information.

Sincerely,
HDR Engineering, Inc.



Austin Broshar
Project Manager

Attachments: Bid Tabulation

MWA P-63 Cell E and Phase 1 Cover Improvements

Item No.	Bid Items	Estimated Quantity	Unit	Ryan Central		Rachel Contracting		Veit & Company		CJ Monya	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
101	Mobilization, demobilization, and all work not included in Bid Item Nos. 102 through 111	1	LS	\$ 1,577,000.00	\$ 1,577,000.00	\$ 750,000.00	\$ 750,000.00	\$ 2,800,000.00	\$ 2,800,000.00	\$ 4,490,000.00	\$ 4,490,000.00
102	Excavate, Haul, Place, and Compact Soils at East Perimeter Berm	329,460	CY	\$ 4.60	\$ 1,515,516.00	\$ 7.00	\$ 2,306,220.00	\$ 6.00	\$ 1,976,760.00	\$ 6.70	\$ 2,207,382.00
103	Excavate, Haul, Place, and Compact Soils at Cells ABC Stockpile	142,100	CY	\$ 5.50	\$ 781,550.00	\$ 4.00	\$ 568,400.00	\$ 10.00	\$ 1,421,000.00	\$ 7.50	\$ 1,065,750.00
104	Excavate, Haul, Place, and Compact Soils at the Eastern Access Road to Cell E	41,461	CY	\$ 4.00	\$ 165,844.00	\$ 6.50	\$ 269,496.50	\$ 5.00	\$ 207,305.00	\$ 6.20	\$ 257,058.20
105	Excavate, Haul, Place, and Compact Soils at Owner Operation's Stockpile as Daily Cover	48,600	CY	\$ 3.80	\$ 184,680.00	\$ 9.50	\$ 461,700.00	\$ 5.00	\$ 243,000.00	\$ 5.30	\$ 257,580.00
106	Remove and Replace Unsuitable Soils Below Base Grade (Cell E Liner System)	3,000	CY	\$ 9.10	\$ 27,300.00	\$ 15.00	\$ 45,000.00	\$ 12.00	\$ 36,000.00	\$ 2.00	\$ 6,000.00
107	Construct Cell E Groundwater Control System, Liner, and Leachate Collection System	1	LS	\$ 5,576,000.00	\$ 5,576,000.00	\$ 8,950,000.00	\$ 8,950,000.00	\$ 7,520,000.00	\$ 7,520,000.00	\$ 6,580,000.00	\$ 6,580,000.00
108	Construct Phase 1 Cover Improvements	1	LS	\$ 1,176,000.00	\$ 1,176,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,052,000.00	\$ 1,052,000.00	\$ 930,000.00	\$ 930,000.00
109	Construct North Access Road	1	LS	\$ 306,000.00	\$ 306,000.00	\$ 300,000.00	\$ 300,000.00	\$ 350,000.00	\$ 350,000.00	\$ 450,000.00	\$ 450,000.00
110	Construct Eastern Access Road to Cell E	1	LS	\$ 408,000.00	\$ 408,000.00	\$ 600,000.00	\$ 600,000.00	\$ 510,000.00	\$ 510,000.00	\$ 410,000.00	\$ 410,000.00
111	Seeding All Areas (Install Owner supplied Topsoil, Install Seed, Fertilize, and Mulch)	31.2	AC	\$ 8,470.00	\$ 264,264.00	\$ 5,000.00	\$ 156,000.00	\$ 6,000.00	\$ 187,200.00	\$ 2,600.00	\$ 81,120.00
112	Allowance (2.5% of Total Combined Price of Bid Items 101-111)	1	LS	\$ 299,554.00	\$ 299,554.00	\$ 385,170.40	\$ 385,170.40	\$ 407,582.00	\$ 407,582.00	\$ 418,527.20	\$ 418,527.20
Total Base Bid Price				\$	12,281,708.00	\$	15,791,986.90	\$	16,710,847.00	\$	17,153,417.40

**Metro Waste Authority Board
Monthly Board Meeting
April 20, 2022
Agenda Item 12**

ITEM:

Approval of a Fuel Surcharge for Waste Delivered to the Northwest and Central Transfer Stations

SUMMARY:

The FY21/21 budget projected diesel fuel prices at \$3.00 per gallon. As of April 4, the average price per gallon posted by the United States Energy Information Administration (eia.gov) for the US is \$5.144 per gallon.

Metro Waste Authority operates two transfer stations, which are very sensitive to fuel cost increases. By way of example, a \$2.14 per gallon increase in fuel adds approximately \$28.50 for each load delivered to Metro Park East Landfill from the Northwest Transfer Station, in Grimes. During a typical week, 250 loads are hauled in MWA semis from the transfer stations. This increase only considers the fuel used by our transportation fleet and does not consider the increase in fuel cost.

Staff researched what the industry is charging for a fuel surcharge and found two large publicly traded companies are charging 28 and 29 percent for a fuel surcharge today. To cover increased fuel costs incurred by MWA, staff is recommending a 5.5 percent fuel surcharge.

DISCUSSION POINTS:

Staff recommends the following fuel surcharge schedule for Commercial Waste delivered to the transfer stations:

Below \$3.000 per gallon no fuel surcharge
 From \$3.001 to \$3.25 1.5% fuel surcharge
 From \$3.251 to \$3.50 2.0% fuel surcharge
 From \$3.501 to \$3.75 2.5% fuel surcharge
 From \$3.751 to \$4.00 3.0% fuel surcharge
 From \$4.001 to \$4.25 3.5% fuel surcharge
 From \$4.251 to \$4.50 4.0% fuel surcharge
 From \$4.501 to \$4.75 4.5% fuel surcharge
 From \$4.751 to \$5.00 5.0% fuel surcharge
 From \$5.001 to \$5.25 5.5% fuel surcharge (Rate based on posted rate of \$5.144 per gallon)
 From \$5.251 to \$5.50 6.0% fuel surcharge

The rate schedule would continue to increase at 0.5% per \$0.25 gallon increase. Staff recommends updating the surcharge at the beginning of each month. The rate would be set based on the last prices posted the previous month on eia.gov.

STAFF RECOMMENDATION:

Staff recommends approval of the fuel surcharge schedule effective May 1, 2022.

BUDGET REQUIREMENTS:

The money collected by the fuel surcharge will offset the additional cost of fuel used to haul waste from the transfer stations to Metro Park East Landfill.

CONTACT:

Jon Penheiter, solid waste administrator, 515.333.4446

**Metro Waste Authority Board
Monthly Board Meeting
April 20, 2022
Agenda Item 13**

ITEM:

Approval of Strategic Materials, Inc. Agreement for Glass Cutlet

SUMMARY:

Strategic Materials, Inc. is a glass recycler that has been purchasing glass produced by the Material Recovery Facility (MRF). The contract outlines a purchasing agreement between Metro Waste Authority (MWA) and Strategic for glass cutlet produced by MWA's MRF.

DISCUSSION POINTS:

MWA has partnered with Strategic Materials, Inc. to sell glass since opening the MRF in November 2021. They have been a fair partner and have a positive reputation in the industry. This one-year contract to sell glass to Strategic Materials, Inc. assures an outlet for the glass collected through single stream and source-separated drop-offs.

STAFF RECOMMENDATION:

Staff recommends approval of Strategic Materials, Inc. Agreement for glass cutlet.

ATTACHMENTS:

Strategic Materials, Inc. Contract

CONTACT:

Michael McCoy, executive director, 515.323.6535

GLASS RECYCLING SERVICE AGREEMENT FOR BOTTLE CULLET

Subject to the attached Terms and Conditions and the following provisions, the supplier identified in the signature space at the end of this agreement ("**Supplier**") grants to Strategic Materials, Inc. ("**Strategic**") the sole right but not the obligation to recycle all of the glass scrap and/or cullet generated or accumulated by Supplier at Supplier's facility(ies), as follows:

PARTIES & FACILITIES

Strategic Headquarters	Supplier Mailing Address		Supplier Facilities	Local Contact	Strategic Facility
Strategic Materials, Inc 16365 Park Ten Place, Suite 200 Houston, Texas 77084	Metro Waste Authority 4185 Beisser Lane Grimes IA 50111	1	Grimes IA	Michael McCoy	St. Paul
		2			
		3			
Headquarters Contact: Supply Administrator	Contact Michael McCoy	4			
Phone: 281-647-2700	Phone: 515-323-6535	<i>Attach additional sheet as needed for additional Supplier Facilities</i>			
Fax: 281-647-2710	Fax: 515-323-6548				

TERM

Date of Agreement: _____ 4/15/2022 _____ **Effective Service Date:** _____ 11/1/2021 _____

The initial term of this Agreement is one (1) year from the Effective Service Date shown above.

BASE RATES OF PAYMENT:

Base rates are based on the actual weight of Cullet received by Strategic, as determined by Strategic. Strategic may adjust fees, or reject and/or return at supplier's expense, cullet which contains foreign contaminants such as stones, ceramics, porcelain, paper, metal, wire glass, mirrored glass, leaded glass, CRT or electronic glass, rags, laminated glass, plastic, biomedical or infectious waste, and general rubbish. Supplier also certifies that it will supply Strategic with only soda-lime type glass unless otherwise agreed to in advance and specified below under Other column. Supplier will not commingle different composition types of glass within any single container or bin.

Supplier's Facility (listed above)	Picked up or delivered	Flint bottle	Anther bottle	Green bottle	3-Mix bottle	Other
1	Delivered				\$35	
2						
3						
4						
<i>Attach additional sheet as needed for additional Supplier Facilities</i>						

ADJUSTMENTS

The base rates shown above shall be adjusted for each Supplier Facility from time to time based upon the combination of the amount of non-glass residue contained with Cullet received from such Facility (termed "**Non-Glass Residue**" or "**NGR**") and the amount of Cullet which is less than 3/8ths of an inch in diameter (termed "**Undersize**" or "**Fines**"), each of which decreases the value of the Cullet to Strategic. These adjustments are set forth in the most recent Tipping Fee Calculator matrix which is attached to this Agreement and incorporated herein by reference. Strategic shall adjust the Tipping Fee Calculator from time to time based upon changes in its market for glass cullet and costs of production, either or both of which may be seasonal. Unless otherwise agreed to, Strategic will not adjust the Tipping Fee Calculator more frequently than once a month. These adjustments can be made either by base price adjustments or by monthly chargebacks.

SIGNATURES

The undersigned individual, signing this Agreement on behalf of Supplier, acknowledges that he or she has read and understands the Terms and Conditions of this Agreement set forth above and on the following pages, which are incorporated by reference, and that he or she has the authority to sign the Agreement on behalf of Supplier. This Agreement shall be complete when signed by Strategic by its authorized representative in Houston, Texas.

SUPPLIER: _____
(Print legal name of supplier above)

STRATEGIC MATERIALS, INC.

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

TERMS AND CONDITIONS

1. Services Rendered. Supplier any property, contamination of or adverse effects on the environment, or any violations of federal, state or local laws, regulations or or- Supplier's waste glass materials ("Culders, caused by, resulting from, or incidental let") and Strategic agrees to furnish to, (i) Supplier's breach of any term or provi- such services specified above, all in ac- sion of this Agreement; (ii) the sole negligence cordance with the terms of this Agree- gross negligence, concurrent negligence, or willful misconduct of Supplier; (iii) Supplier's use, operation or possession of the equip-

2. Cullet Definition. The Cullet to be ment; or (iv) any Cullet which contains con- recycled by Strategic pursuant to this taminants as listed in Section 2. This Section 4 Agreement is all soda lime bottle cullet shall survive any termination of this Agree- scrap glass identified by chemical type- ment.

and free from contamination generated by Supplier's Facility(ies). Cullet specifically excludes and Supplier agrees not to deposit in Strategic's equipment or deliver to Strategic's plant any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations. Supplier also agrees not to deposit in Strategic's equipment or deliver to Strategic's plant any glass ceramic blends such as pyroceram or neoceram.

3. Title. Strategic shall acquire title to the Cullet **when** it is loaded into Strategic's truck or delivered by supplier to Strategic's plant. Title to and liability for any material other than Cullet which has been deposited into Strategic's equipment ("Excluded Waste") shall remain with Supplier and Supplier expressly agrees to defend, indemnify and hold harmless Strategic from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in Strategic's trucks, containers, or other equipment. Supplier agrees to comply with any description of and/or procedures with respect to removal of contaminants rejected by a potential purchaser or otherwise determined by Strategic not to be resalable or to have a reduced resale value. Strategic may require Supplier to pay Strategic the charges incurred by Strategic (plus overhead and lost profit) for hauling, processing and/or disposal of such material and for the reduction in resale value of such material, or Strategic may automatically offset such sums against other monies owed to Supplier.

4. Indemnification. Supplier agrees to indemnify, protect, hold harmless and defend Strategic (and its subcontractors) from and against any and all liabilities, claims, losses, or voluntary settlement payments, of whatever kind and nature, and the costs and expenses incurred incident thereto, including coats of defense, settlement and reasonable attorneys' fees incurred by Strategic, as a result of death or bodily injuries to any employee of Supplier or other person, destruction or damage to

a reasonable opportunity to provide the required access; however, Strategic reserves the right to charge an additional fee for any additional collection service required by Supplier's failure to provide such access.

5. Payments. If applicable, Supplier agrees to pay Strategic on a monthly basis for the cullet, services and/or equipment furnished by Strategic in accordance with the charges and rates provided for herein. Supplier shall make payment to Strategic within ten (10) days of the receipt of an invoice from Strategic. Strategic may impose and Supplier agrees to pay a late fee for all past due payments, such late fee as determined by Strategic in an amount not to exceed the maximum rate for same allowed by applicable law. If applicable, Strategic agrees to pay Supplier on a consignment basis for the cullet value in accordance with the charges and rates provided for herein. Strategic shall make payment to Supplier within sixty (60) days from the sale of surplus cullet.

6. Service Changes. Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided here in and shall apply to changes of and new service address location of the Supplier within the area in which Strategic provides collection service.

7. Responsibility for Equipment. Any equipment furnished by Strategic shall remain the property of Strategic, however Supplier acknowledges that it has care, custody, and control of the equipment while at the Supplier's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Strategic's handling of the equipment) and for its contents. Supplier agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Supplier agrees to provide unobstructed access to the equipment free from the proximity of any hazards on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pickup cannot be made, Strategic will promptly notify the Supplier and afford the Supplier

a reasonable opportunity to provide the required access; however, Strategic reserves the right to charge an additional fee for any additional collection service required by Supplier's failure to provide such access.

8. Damage to Pavement. Supplier recognizes the difficulty of ensuring that the Supplier's pavement or driving surface is adequate to bear the weight of Strategic's vehicles. Therefore, Supplier agrees that Supplier will be responsible for any damage to Supplier's pavement, curbing or other driving surfaces resulting from the weight of Strategic's vehicles providing service at the Supplier's location.

9. Liquidated Damages. In the event Supplier terminates this Agreement prior to its expiration other than as a result of a breach by Strategic or Strategic terminates this Agreement for Supplier's breach, Supplier agrees to pay to Strategic as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is twelve or more months, Supplier shall pay its average monthly activity measured in tons times \$25/ton times the remaining months in the contract; (2) if the remaining term under this Agreement is less than twelve months, Supplier shall pay its average monthly activity measured in tons times \$25/ton multiplied by the number of months remaining in the term. Supplier expressly acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to Strategic in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Supplier fails to pay Strategic all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Strategic refers such matter to an attorney, Supplier agrees to pay; in addition to the amount due, any and all costs incurred by Strategic as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

10. Suspension and Termination for Cause. If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least thirty (30) days thereafter. In the event any such breach remains uncured for a period of thirty (30) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination; which shall become effective upon receipt of such notice.

11. Assignment. Strategic may assign its rights and obligations hereunder to any subsidiary, affiliated, or successor corporation or entity. Supplier shall not assign its rights and obligations hereunder without the prior written consent of Strategic.

12. Right of First Refusal to Provide Additional Service. Strategic shall have a right-of-first refusal to acquire any and all Cullet generated at Supplier's existing, additional, unnamed, or future facilities that are not currently covered by this Agreement.

13. Excused Performance. Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a default under this Agreement.

14. Binding Effect. This Agreement is a legally binding contract on the part of Strategic and Supplier and their respective heirs, successors and assigns, in accordance with the terms and condition set out herein.

15. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral that may exist between the parties regarding same.

16. Confidentiality. Supplier agrees not to disclose the terms and conditions of this Agreement to any other party without the express written consent of Strategic.

17. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Texas, excluding its conflict of laws provisions.

These Terms and Conditions are part of the Glass Recycling Service Agreement for Bottle Cullet.

**Metro Waste Authority Board
Monthly Board Meeting
April 20, 2022
Agenda Item 14**

ITEM:

Approval of P-59 CP Equipment Bond Acceptance and Release for Material Recovery Facility

SUMMARY:

On or about November 20, 2019, Metro Waste Authority and CP Manufacturing, Inc. entered into an agreement for procurement of a single stream material recovery facility sorting system. The vendor has materially completed the terms of the Agreement and MWA hereby accepts the Project as complete.

DISCUSSION POINTS:

To secure this Project, CP Manufacturing, Inc. has a performance bond in place with Aspen American Insurance Company. All contracted rights and obligations have been satisfied, except for the terms of the agreement which survive completion of the Project, such as the specified warranty.

STAFF RECOMMENDATION:

Staff recommends that the Board accept the Project and release the bond.

BUDGET REQUIREMENTS:

N/A

ATTACHMENTS:

Acceptance of Project and Release of Bond Agreement

CONTACT:

Michael McCoy, executive director, 515.323.6523

ACCEPTANCE OF PROJECT AND RELEASE OF BOND

THIS ACCEPTANCE OF PROJECT AND RELEASE OF BOND (the “Release”) is entered into between Metro Waste Authority (“MWA”) and CP Manufacturing, Inc., (Vendor”), dated this 14th day of April, 2022.

1. On or about November 20, 2019, the Parties entered into an agreement (the “Agreement”) for procurement of a single stream material recovery facility sorting system (the “Project”).
2. Vendor has materially completed the terms of the Agreement and MWA hereby accepts the Project as complete.
3. Vendor has a performance bond in place with Aspen American Insurance Company, Bond Number SU62028 (“Bond”). The Project secured by this Bond has been accepted as complete and MWA will release the Bond immediately upon execution of this Release.
4. The parties further agree that all contract rights and obligations granted or imposed on either party under the said Agreement have been satisfied except for MWA’s obligation to make final payment to Vendor, which is still outstanding, and except for all terms of the Agreement which survive completion of the Project, including, *inter alia*, the manufacturing warranty set forth in Section 12.06 of the Agreement and the warranty of title set forth in Section 13.02 of the Agreement.
5. Except for MWA’s outstanding obligation to make payment to Vendor, and except for those terms which survive termination or completion of the Project, each party does hereby release, acquit and forever discharge each other from any and all liability whatsoever, including all claims, demands and causes of action in contract or tort, which any party hereto may forever claim to have by reason of the Agreement. The parties understand and agree that this Release shall include and cover the named parties, and their respective, heirs, successor in interest, assigns, agents, directors, officers and employees.

Metro Waste Authority

CP Manufacturing, Inc.

By _____
Executive Director

By Michael Whitney
VP of Operations