

**REQUESTS FOR PROPOSALS
FOR
Scrap Tire Collection**

January 30, 2023

Issued by

METRO WASTE AUTHORITY

300 East Locust Street, Suite 100

Des Moines, IA 50309-1864

515.323.6502

Proposal Deadline: 4:00 PM CST, February 27, 2023

I. INTRODUCTION

Metro Waste Authority (MWA) is seeking proposals from qualified firms to provide collection and transportation for automobile or truck tires for a residential scrap tire program. The residential program will include tires collected by cities identified by MWA for collection and recycling under this program.

The tires collected may not be landfilled or stockpiled. They must be delivered to a facility that will reuse, recycle, or convert tires into derived fuel (TDF). The designated disposal site will be at the sole discretion of Metro Waste Authority.

I. PROJECT DESCRIPTION & GENERAL INFORMATION

MWA estimates that up to 50 tons per fiscal year will be collected. The chart at right shows tonnages over the past three fiscal years. MWA does not guarantee these estimates.

FY	Tons
2019/20	38
2020/21	46
2021/22	36

Attachment A: Included is an example of a schedule for the Residential Scrap Tire collection, outlining the fiscal year 2021/22 events. City or county residential collections may range from a one-day event to an event over two consecutive weekends or a week-long event.

MWA is soliciting proposals for the following:

Residential Program

- Provision for the collection of tires, on or off rims, from various cities throughout Polk County and the cities of Carlisle, Hartford, Mingo, Norwalk, and Prairie City on a scheduled basis, and transportation to an approved tire disposal facility where the tires will be recycled into a usable, marketable product. As part of this service, the Contractor must provide a container(s) to be placed at each location before the scheduled event. After the event, the Contractor will pick up the container and transport the tires to a designated disposal facility. If necessary, Contractor will provide a comparable replacement container at the time that a load of tires is picked up. Contractor may be requested to load tires that have been placed on the ground if a full container could not be replaced expeditiously.

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall obtain all permits and licenses necessary to perform under the agreement and have appropriate equipment to support collection and transport of 20 yard roll off containers.

The Contractor shall be responsible to ensure recommended disposal site or processor has required permits. Permitting information is available on the Iowa Department of Natural Resources website: <https://www.iowadnr.gov/Environmental-Protection/Land-Quality/Solid-Waste/Solid-Waste-Permitting>.

The Contractor shall be required to establish an office with continuous supervision for accepting calls during the hours of 7:30 AM until 4:30 PM, Monday through Friday. There shall be recording equipment and/or answering service to receive calls during non-business hours.

The Contractor shall keep all necessary equipment used for service in sanitary and good operating condition. Said equipment shall be subject to periodic inspection by MWA or its designee.

All tires collected under this program become the property of the Contractor when deposited in the Contractor containers. Contractor is responsible for the delivery of the tires to the designated disposal facility.

Contractor is responsible for documenting the weight of each load, by community, via scale ticket and for providing MWA with a "Certificate of Destruction" indicating how the tires were processed and satisfactorily marketed. Such Certificate of Destruction shall be provided to MWA within 60 days of the processing of tires.

Contractor is responsible for dropping off containers for the Residential Program collection prior to the actual collection day. Usually this means dropping off a container the business day before the actual collection and picking up a container the first business day after the collection. For weekend collections, containers are normally dropped on a Friday and picked up on a Monday.

Within 72 hours of pickup, the Contractor shall take all scrap tires to a permitted disposal site/processing facility that satisfies and meets the specifications of the State of Iowa and any other Federal, State or local agencies with jurisdiction for conformance specific to the hauling, recycling, or disposal of scrap tires.

The Contractor will provide to MWA a certified scale ticket for all loads collected and transported as part of the Residential Scrap Tire Programs. It will also specify where the load was collected from (i.e. specific community). As an alternative, the Contractor may use the following conversions provided each type of tire collected is counted and recorded:

Automobile tires:	20 pounds/tire
Tractor/Farm tires:	200 pounds/tire
Truck tires:	120 pounds/tire

If tonnages are based upon tire count, the contractor will prepare the count at the time of unloading and calculate the tonnage based upon the above-mentioned conversions.

IV. MWA RESPONSIBILITIES

MWA will develop a residential tire collection schedule in cooperation with its member communities. Each community participating in the program will sign an agreement with MWA outlining the parameters of the program for its community. In most cases, the city's responsibilities include:

- Supervising the collection sites while the container is located in the community, especially during drop-off hours.
- Loading the tires in the container provided.
- Assuring that only eligible types of tires are collected.
- Assuring that containers are free of other contaminants (garbage, dirt, etc.)
- Public education for the event.

MWA will convey this schedule, along with the site for the collection and delivery and pick up dates to the selected Contractor within the lead time necessary to the Contractor.

MWA will make every attempt to schedule no more than three community cleanups on any given date.

V. TERM OF AGREEMENT

The initial term of the contract will be three years. The successful Proposer agrees that MWA, at its sole discretion, may extend the contract for two one-year successive terms. Additional renewals may be negotiated upon mutually agreeable terms. The right of MWA to extend the initial term as set forth above does not constitute or imply any obligation of MWA to do so.

Proposers must provide detailed fixed prices for all costs associated with scrap tire collection and recycling. No fuel price surcharges will be considered or accepted.

No price escalation will be allowed during the original one-year term of agreement. Pricing in subsequent years may be subject to unit cost escalations or de-escalations if the scrap tire facility increases or decreases fees to all customers. The Contractor shall provide written documentation of such changes to MWA.

VI. PROPOSAL SUBMISSION REQUIREMENTS

Responses to this Request for Proposal must be received by 4:00 PM, Central Standard Time, February 27, 2023, at Metro Waste Authority, 300 East Locust Street, Suite 100, Des Moines, Iowa 50309. Proposals received after 4:00 PM on February 27, 2023, will not be accepted. Proposals may be delivered in person and left with the Customer Care Representative at the front desk or mailed to MWA.

The proposal should be addressed to:

Metro Waste Authority
Attn: Cassie Riley
300 East Locust Street, Suite 100
Des Moines, IA 50309

All questions concerning the requested proposals shall be directed in writing via email to Cassie Riley, Metro Waste Authority, E-mail cri@mwatoday.com.

Proposers shall submit two (2) copies, printed two-sided, of all required submission materials in an envelope clearly marked, "Proposal for Residential Scrap Tire Collection."

Responses must contain the following items:

- Form I: Name, address, telephone number and contact person with his/her direct number and email address.
- Form I: Scrap tire hauler and designated disposal site information; description of the general services of the company, experience with collection and transportation of solid-waste or tire processing, and performance bond capability.
- Form II: Equipment and Service Description.
- Form III: Proposer Costs.
- Proof of comprehensive general liability insurance in the amount of \$1 million covering worker's compensation insurance and employer's liability insurance, automobile liability and property damage insurance.
- *Attachment C: A draft Residential & Facility Scrap Tire Agreement is provided as part of this RFP. This draft Agreement must be returned as part of the Proposal with all written comments, exceptions, and proposed alternative language taken by the Proposer to this draft Agreement clearly indicated on a marked-up copy of the Agreement. DO NOT provide comments via a separate document. If exceptions are taken, alternate language acceptable to the Proposer must be provided. Failure to provide written comments on any part will mean the language is acceptable to the Proposer and will not be subject to negotiation. In reviewing and evaluating the proposals, MWA will take into consideration the number of exceptions to the*

conditions set forth in the draft Agreement as well as any additional language recommended by the Proposer. If all language is acceptable, the Proposer must provide written comment to this effect. Failure of the Proposer to provide any written comment or acknowledgement of acceptance of the conditions of the draft Agreement will be considered nonresponsive to the RFP and the proposal may not be accepted.

- No proposals may be withdrawn for a period of thirty (30) days following the opening of sealed proposals.

Additional information outlining Contractor’s requirements for the handling and preparation of the tires by MWA and its member cities should be included with the proposal.

MWA reserves the right to request additional information from a proposer to assist in understanding or clarifying the terms of the response.

MWA reserves the right to accept or reject any or all proposals, waive formalities in the proposals and make an award deemed to be in the best interest of MWA and its communities. Having the lowest bid does not guarantee your company to be selected for the contract.

MWA shall be able to purchase more or less than the quantity indicated subject to the availability of funds.

No proposals may be withdrawn for a period of sixty (60) days from the submission date.

VII. SELECTION CRITERIA

Selection of a Contractor(s) for contract negotiations will be based upon:

- Qualifications and experience of the firms in similar activities. 10 points
- Ability to provide services within the identified time schedule. 10 points
- Equipment and personnel to service, store, collection and/or process. 25 points
- Meet the State of Iowa Solid Waste Management Hierarchy (reduction, recycling, energy recovery and landfilling). 25 points
- Proposal price. Preference is given to fixed price without surcharges. 30 points

Each proposal will be reviewed by an evaluation team, comprised of MWA staff, and graded relative to other proposals on the basis of the above-mentioned evaluation criteria. Proposers may be contacted during this process to clarify items in their proposals.

The evaluation process is designed to select a Proposer with which to negotiate a contract for MWA's tire collection programs.

MWA reserves the right to reject any and all responses or to waive any irregularities in any response if judged to be in the best interest of Metro Waste Authority.

If a proposal does not satisfy the minimum requirements as set forth in the RFP, the proposal may be disqualified from further consideration at the discretion of MWA.

VIII. TIME SCHEDULE

MWA expects the following time schedule to be in effect in the selection of a Vendor:

- Issue of Request for Proposal January 30, 2023
- Proposals Due February 27, 2023
- Selection by ~~March 13, 2023~~ **March 15, 2023**

**FORM I: SCRAP TIRE HAULER &
DESIGNATED SCRAP TIRE DISPOSAL FACILITY**

Section 1 – Hauler Information

Hauler
Company Name _____

Address _____

Phone Number _____

Fax Number _____

Authorized Company
Representative _____

Title _____

Email _____

Direct Phone No. _____

Section 2 – Scrap Tire Disposal Information

Scrap Tire Processor
Company Name _____

IDNR Permit #: _____

Address

Phone Number _____

Fax Number _____

Authorized Company
Representative _____

Title _____

Email _____

Direct Phone No. _____

Tire Product(s)
Produced

Affiliated companies, contracts in place and/or purchase order(s) for tire products produced (name/address/phone number/contact and quantities. Include term of contracts, purchase orders in place.)

Limitations (size, type) to materials handled or processed

Attach information describing the general services of each company's experience with collection and transportation of solid waste or tire processing and performance bond capability.

FORM II: EQUIPMENT & SERVICE DESCRIPTION

List proposed equipment and services to be provided by the Contractor. Such equipment and services are to be provided on an as-needed basis with a roll-off container, cage, or trailer. Contractor is responsible for providing appropriate equipment for collection and hauling, ensuring loads are properly secured.

TYPE AND CAPACITY OF EQUIPMENT

A. Residential Scrap Tire Program

Roll-Off Containers/Cages		Trailer (if applicable)	
No. of containers dedicated to program		No. of trailers dedicated to program	
Size		Size	
Approximate number of passenger tires or tons held by each container		Approximate number of passenger tires or tons held by each trailer	
		Type of trailers to be used (open top, rear load, etc.)	

SERVICE

A. Response Time

Lead time from Notice to Proceed to equipment availability _____ (hours)

Response time (between the hours of 7:30 AM to 4:30 PM) to service on-call collection _____ (hours)

Are after-hours and weekend service available? _____ (yes/no)

Response time (if applicable) for service requests after hours/weekends _____ (hours)

FORM III: PROPOSER COSTS

The undersigned proposes to furnish tire collection, transportation and disposal services for tires associated with the Residential Scrap Tire Programs for the following costs. If cost per ton is dependent upon the size of tires collected or composition of the loaded container, please indicate. If cost per ton is dependent upon costs set by processing facility, please indicate, and note at what intervals price will be adjusted.

In the table below, please indicate the total cost per event, which includes final disposal at location A or B. Please include pricing for both locations A and B. Upon contract execution, one disposal location will be chosen per city by Metro Waste Authority.

Collection City	Location A (Hauler Recommendation)	Location B (Metro Park East Landfill)
Alleman		
Altoona		
Ankeny		
Bondurant		
Carlisle		
Clive		
Elkhart		
Grimes		
Hartford		
Johnston		
Mitchellville		
Norwalk		
Pleasant Hill		
Polk City		
Runnells		
Prairie City		
Urbandale		
West Des Moines		
Windsor Heights		

Minimums if applicable

\$ _____ Describe: _____

\$ _____ Describe: _____

A. Cost for any Additional Services (e.g., per hour costs for loading tires)

\$ _____ Describe: _____

\$ _____ Describe: _____

B. Other charges, environmental fees, "dirty" loads, etc. (no surcharges or extra fees will be allowed unless specified):

C. Discounts if available (please specify):

D. State any terms and conditions by which the costs proposed will be reviewed for annual escalations/de-escalations and the basis for such escalations/de-escalations. No annual adjustments will be allowed unless specified.

Authorized Signature

Print Name/Title

Date

Attachment A: Residential Scrap Tire Schedule for Fiscal Year 2021/22

City	Site	Date(s)
Alleman	14155 NE 6th St.	Sept. 16
Altoona	406 5 th Ave. SW	April 23
Ankeny	7002 SE Delaware Ave.	May 14 & 15
Bondurant	306 First St., NW	May 14
Carlisle	645 Railroad	April 25
Clive	2123 NW 114 th St.	May 14
Elkhart	NA	Didn't Participate
Grimes	1700 SE Destination Dr.	May 9-13
Hartford	150 W Elm	May 9
Johnston	6400 NW Beaver Dr.	April 21-23
Mitchellville	201 Cotton Ave. NW	May 7
Norwalk	2626 North Avenue	May 21
Pleasant Hill	5151 Maple Dr.	April 9
Polk City	301 E. Northside Dr.	April 25
Runnells	608 W. Park Street (Runnells City Park)	April 30
Prairie City	203 West Second St., HWY 117	April 5-7
Urbandale	9401 Hickman Rd.	May 2-7
West Des Moines	560 S. 16 th St.	April 9
Windsor Heights	6900 School Street	May 20 & 21

Attachment B

**METRO WASTE AUTHORITY
RESIDENTIAL SCRAP TIRE AGREEMENT**

THIS AGREEMENT is made and entered into this _____ by and between the METRO WASTE AUTHORITY ("MWA") and _____ (the "Company").

WHEREAS, MWA is conducting a waste tire recycling program for cities throughout Polk County and the cities of Carlisle, Hartford, Mingo, Norwalk and Prairie City, Iowa; and

WHEREAS, in connection therewith, MWA desires to contract with the Company for certain collection, transportation and processing services; and

WHEREAS, the Company is willing to provide such services on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of their mutual promises hereinafter set forth, the parties agree as follows:

1. **Retention.** MWA retains the Company to provide the services hereinafter set forth and the Company agrees to perform such services for the fees, and in accordance with all other terms and conditions, hereinafter set forth.

2. **General Duties of Company.** The Company shall provide the following services:
 - A. **Tire Collection.** The Company shall collect tires deposited at designated drop-off sites. Additionally, the Company agrees to collect tires from other locations designated by MWA from time-to-time. MWA and the Company shall cooperate in publicizing restrictions regarding waste tires for recycling.

 - B. **Transportation/Processing.** Transport all tires it collects from the drop-off sites (or the other locations designated by MWA from time-to-time) to the MWA approved disposal site.

 - C. **Record Keeping.** Keep complete and accurate records showing the total weight of all tires collected or delivered for processing. This weight can be derived from certified scale tickets or the following conversions:

Passenger Tires:	20 pounds/tire
Tractor/Farm Tires:	200 pounds/tire
Truck Tires:	120 pounds/tire

 - D. **Rims.** Accept waste tires, which are still on rims.

- E. **Certificate of Destruction.** Within sixty (60) days after any waste tires collected by or delivered to the Company have been processed, the Company shall provide MWA with a written "Certificate of Destruction" which shall show when, where and to whom the material was delivered and what were the end uses (reused, recycled, tire derived fuel, etc.)
- F. **Other.** Perform such other duties as are hereinafter set forth.
3. **MWA Duties.** MWA shall:
- A. Determine the locations at which tires will be deposited for regular collection by the Company and provide the Company with a list of such locations.
- B. Screen all depositors of tires to ensure compliance as to eligible participants and segregation of tires by size and type, if necessary.
4. **Fees.** For all services performed by the Company pursuant to the terms of this Agreement, MWA shall pay the following fees to the Company:
- Residential Scrap Tire Program*
\$_____ for the placement and removal of ___ cubic yard containers from designated collection sites with delivery to MWA designated disposal site.
- MWA shall pay the Company fees due hereunder within fifteen (15) days of receipt of invoice.
5. **Disposal Fees.** The fee for disposal at the MWA approved disposal site will be passed through to MWA and will be based on scale tickets and statements provided by Contractor.
6. **No Landfilling.** All tires collected for processing by the Company shall be processed in accordance with the provisions of paragraph 2B above. In the event the Company shall change its plans with respect to marketing the processed material, it shall advise MWA in writing in advance and any such change shall be reflected on any Certificate of Destruction provided to MWA. Under no circumstances shall the Company dispose of any tires collected hereunder (or any products derived from the processing or shredding of such tires) in a landfill.
7. **Compliance.** The Company shall, before commencing services under this Agreement, register with, and obtain a registration certificate from, the Iowa Secretary of State and, further, shall at all times during the term of this Agreement, comply fully with the requirements of Iowa Code Chapter 9B (1993) and all regulations promulgated thereunder.

Additionally, the Company shall comply at all times with all other federal, state and local laws, rules and regulations governing or having application to the duties to be performed by it hereunder.

8. **Office Hours.** The Company shall maintain an office with human supervision for accepting calls and for accepting tires delivered to its facility, which shall be in service between the hours of 7:30 am and 4:30 pm. Monday through Friday. The Company shall employ recording equipment and/or an answering service to receive calls during non-business hours.
9. **Inspection.** MWA shall have the right at all reasonable times to inspect, and to make and keep copies of all records maintained by the Company required to be maintained under this Agreement and, likewise, to inspect the facilities and equipment used by the Company to carry out its obligations hereunder.
10. **Property.** All tires collected under this program shall become the property of the Company when deposited in the Company containers.
11. **Term.** Subject to the terms of paragraph 19, the term of this Agreement shall commence March X, 2023 and shall terminate February X, 2026. Provided, however, that MWA may elect, at its sole discretion, to extend the contract for two, one-year successive terms. Additional terms may be negotiated upon mutually agreeable terms. The right of MWA to extend the initial terms as set forth above does not constitute or imply any obligation to do so.

12. **Insurance Bond:**

- A. **Liability Insurance.** The Company shall keep all trucks and motor vehicles used in the performance of this Agreement insured with a minimum public liability insurance of \$1,000,000 for any one person; \$1,000,000 for any one accident; and \$1,000,000 for property damage. The Company shall also maintain a policy of general liability insurance in an amount satisfactory to MWA. The Company shall provide certificates of Insurance to MWA.
- (1) The policy shall fully provide insurance to cover all the Company's operating exposures including any such exposure at any tire collection site, and any other exposure related to picking up of the tires, the operation of vehicles and the delivery of tires.
 - (2) Approval of the insurance by MWA shall not, in any way, relieve or decrease the liability of the Company hereunder, and it is expressly understood that MWA does not, in any way, represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Company's interest or liabilities.
 - (3) MWA, the Company, and each individual member municipality of MWA shall be named as additional insured in these policies for coverage needed only for work as specified in this Agreement, which shall provide that the coverage may not be terminated or changed by the insurer except upon 30 days written notice to MWA and the individual member municipalities of MWA.
- B. **Workers' Compensation Insurance.** The Company shall, at all times, keep fully insured, at its own expense, all persons employed by it in connection with the performance of its obligations hereunder as required by the laws of the State of Iowa relating to Workers' Compensation Insurance and shall hold MWA free and harmless from all liability to any employee of the Company or its agents, who may be insured while performing work or labor necessary to carry out the provisions of this Agreement. The Company shall supply to MWA memorandum policies.
- C. **Property Insurance.** All responsibilities for maintaining property insurance on any premises, structures or equipment owned or operated by the Company remains solely with the Company which may, at its sole option, insure against any other perils, and such responsibility shall remain with the Company until such time as this Agreement is terminated.
- D. **Security.** As security to insure performance of the Company's obligations hereunder, the Company shall submit a performance bond in favor of MWA in the sum of Ten Thousand Dollars (\$10,000) conditioned on the Company's faithful performance of all its obligations hereunder. Such bond shall be issued by a surety company licensed to do business in Iowa

and shall otherwise be subject to review and acceptance by MWA. In lieu of bond the Company may deposit the sum of \$10,000 with MWA. Upon Company's satisfactory completion of its obligations hereunder, MWA shall return said funds to the Company.

13. **Performance of Contract.** The Company shall supply all labor, material and equipment necessary to carry out this Agreement except as otherwise expressly provided elsewhere in this Agreement. The Company agrees to pay all persons doing work or furnishing skill, tools, machinery, or materials, or insurance premiums, or equipment, or supplies and all just claims for such work, material, equipment insurance, and supplies in and about the performance of this Agreement.
14. **Indemnification.** The Company further agrees to take all precautions to protect the public against injury and to save MWA and each individual member municipality of MWA harmless from all damages and claims of damages to persons or property, including damages or claims of damages to or on the sites, that may arise by reason of any negligence of the Company or its agents or employees while engaged in the performance of this Agreement, and will hold harmless and indemnify MWA, and the individual member municipalities of MWA against all claims, liens, expenses, and claims for liens, for work, tools, machinery, materials, or insurance premiums or equipment or supplies, and against all loss, including reasonable attorney fees, by reason of the failure of the Company in any respect to fully perform all obligations of this Agreement.
15. **Governing Law.** This Agreement is governed in all respects by the laws of the State of Iowa, and all obligations are enforceable in accordance therewith.
16. **Notice.** Except as otherwise herein provided, all notices required to be served by either party on the other shall be in writing and forwarded by certified mail to the principal office of the party to which notice is given, as follows:

If to Company: [Authorized Representative]
 [Company Name, Address]

If to Authority: Attn: Cassie Riley
 Metro Waste Authority
 300 East Locust Street, Suite 100
 Des Moines, Iowa 50309

17. **Successors and Assigns.** The Company binds itself jointly and severally, its successors, executors, administrators and assigns to MWA in respect to all covenants of this Agreement, except that the Company shall not assign or transfer any part of its interest in this Agreement or sublet as a whole nor shall the Company assign any monies due, or to become due, without MWA's written consent.

18. **Severability.** All parts and provisions of this Agreement are severable. If any part or provision shall be held invalid, the remainder of this Agreement shall remain in effect.
19. **Termination.** This Agreement may be terminated under the following conditions:
- A. MWA shall have the right to terminate the Agreement in the event of fraud, misrepresentation, or breach of the terms of the Agreement by the Company, or in the event that Company becomes insolvent, is dissolved, or is named as a party in a proceeding under any bankruptcy or insolvency laws.
 - B. MWA shall have the right to terminate the Agreement if the Company does not have all the insurance coverages in full force during the term of the Agreement or if the performance bond or letter of credit required to be provided is, for any reason, revoked or becomes ineffective.
 - C. MWA shall have the right to terminate this Agreement in the event funds available for the waste tire recycling project are exhausted. Provided, however, that MWA shall remain liable for all services performed by the Company hereunder prior to any such termination.
- Except as otherwise provided in this Agreement, the termination of this Agreement by MWA shall be effective immediately upon notice to the Company. Either party may terminate this Agreement if a change in state or federal law or in the ordinances of any local governmental body makes it impossible for the party to comply with both the material terms of this Agreement and the requirements of the state or federal or local ordinance.
20. **Renewal.** MWA shall have the option, at its discretion, to extend this Agreement for two one-year successive terms beyond this agreement. Additional renewals may be negotiated upon mutually agreeable terms. MWA shall exercise its option by written notice delivered to the Company at least sixty (60) days prior to the commencement of the renewal term and shall designate the term for which renewal is made.
21. **Delivery of Solid Waste.** The Company agrees that during the term of this Agreement, all solid waste as defined by 455B.301 of Iowa Code, collected by the Company within MWA's Service Area, will be delivered by the Company to MWA's licensed facilities, including MWA Landfill or Transfer station. For purposes of this Section, Company includes Company's joint venture partners, parent company, Company's subsidiaries, or other solid waste collection companies affiliated with the Company.
22. **Payment of Attorneys Fees.** If judicial proceedings are necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, in addition to any other legal or equitable relief to which it may be entitled.

23. **Entire Agreement.** This writing is the entire agreement between the parties. No modification of this Agreement shall be valid or effective, unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

AUTHORITY:
METRO WASTE AUTHORITY

COMPANY:

By _____
Authorized Representative
Executive Director

By _____
Authorized Representative
[Company]