REQUEST FOR PROPOSALS

FOR
WASTE TIRE COLLECTION, TRANSPORTATION, AND PROCESSING SERVICES

IN THE ECICOG SOLID WASTE PLANNING AREA
COMPRISED OF
BENTON, IOWA, JOHNSON, JONES, LINN, AND TAMA COUNTIES

September 14, 2012

Issued by
EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS
700 16th Street NE
Suite 301
Cedar Rapids, Iowa 52402
EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS
REQUEST FOR PROPOSAL (RFP)
WASTE TIRE COLLECTION, TRANSPORTATION, AND PROCESSING SERVICES

I. INTRODUCTION

The East Central Iowa Council of Governments (ECICOG) is seeking proposals from qualified firms to provide collection, transport, and processing services for old passenger and truck/tractor tires managed by the solid waste facilities in the ECICOG Solid Waste Planning Area. Participants include planning area affiliate landfills/transfer stations in Benton, Iowa, Johnson, Jones, Linn and Tama counties. Waste facility locations and contact information is included in the list below.

Benton County Landfill
location: 7904 20th Ave, Blairstown
hours: M-F 8AM-4PM, 1st Sat. 8AM-11:30AM
phone #: 319-472-2211
contact: Myron Parizek

Iowa County Landfill
location: 3369 Highway 6 Trail, Homestead
hours: M-F 8AM-4PM, Sat. 8AM-Noon
phone #: 319-828-4401
contact: Rick Heller

Iowa City Landfill (Johnson County)
location: 3900 Hebl Ave SW, Iowa City
hours: M-Sat. 7AM-4:30PM
phone #: 319-887-6112
contact: Jon Thomas

Jones County Transfer Station
location: 13859 Edinburg, Scotch Grove
hours: M-F 9AM-3PM, Sat. 9AM-4PM
phone #: 319-462-3898
contact: Leonard Brokens

Cedar Rapids / Linn County Solid Waste Agency Site #1 (Linn Co.)
location: 2250 A Street SW, Cedar Rapids
hours: M-F 7AM-4:30PM, Sat. 8AM-2PM
phone #: 319-377-5290 ext. 108
contact: Marie DeVries

Cedar Rapids / Linn County Solid Waste Agency Site #2 (Linn Co.)
location: 1954 County Home Road, Marion
hours: M-F 7:30AM-4:30PM, Sat. 8AM-3PM
phone #: 319-377-5290 ext. 108
contact: Marie DeVries

Tama County Landfill
location: 2872 K Ave, Toledo
hours: M-Sat. 7:30AM-3:30PM
phone #: 641-484-5061
contact: Eric Werner
II. PROJECT DESCRIPTION

This project is directed toward recovering and processing waste tires collected annually by the affiliate solid waste facilities in the ECICOG Solid Waste Planning Area. Affiliate solid waste facilities collected approximately 816 tons of tires in 2011. The amount collected at each local landfills/transfer station is depicted in the following chart.

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>2011 Waste Tire Collection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benton Co. Landfill</td>
<td>34 tons</td>
</tr>
<tr>
<td>Iowa Co. Landfill</td>
<td>20 tons</td>
</tr>
<tr>
<td>Iowa City Landfill (Johnson Co.)</td>
<td>122 tons</td>
</tr>
<tr>
<td>Jones Co. Transfer Station</td>
<td>40 tons</td>
</tr>
<tr>
<td>Cedar Rapids Linn County Solid Waste Agency</td>
<td>550 tons</td>
</tr>
<tr>
<td>Tama Co. Landfill</td>
<td>50 tons</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>816 tons</strong></td>
</tr>
</tbody>
</table>

The Contractor is to provide the following services:

- Provide for the loading of waste tires*, on or off rims, from the affiliate solid waste facilities sites in Benton, Iowa, Johnson, Jones, Linn, and Tama counties on an “as needed” basis. Transport tires to a tire processing facility, and process them into a usable, marketable product. As part of this service the Contractor shall provide, if necessary, a trailer, cage, or roll-off container to be located at each location or provide for regular collection of live loads, and transport these tires to a designated processing facility. Joint proposals between a collection/transporter and a processor will be accepted. Proposals in which more than 50 percent of the work is subcontracted will receive a lower priority in the evaluation process.

- Provide the processing of waste tires* direct delivered to the designated processing facility or another location as designated by the Contractor. Tires direct delivered to the Contractor will be processed into a usable, marketable product.

- Provide for the loading, transport, and processing of waste tires* as part of a community clean-up program in each participating county, if requested, at the same per ton contract price. As part of this service the Contractor shall provide, as necessary, a trailer, cage, or roll-off container to be located at each location. Tires collected as part of the community clean-up programs will be processed into a usable, marketable product.

*The term “waste tires” is assumed to include ALL tire types and sizes unless specified by the Contractor in the Proposal.
III. SCOPE OF WORK

Following is the scope of services to be provided for collection, transportation, and processing of waste tires:

• Provide labor when loading tires and vehicles necessary to transport tires collected at affiliate solid waste facilities to the tire processing facility as specified hereunder.

• Provide loading and transportation services on an as-needed basis. Depending on the equipment proposed and the flow of tires, this could range from twice per week to once per month. Cost for loading, transporting, and processing services is to be provided on a cost per ton basis. Any additional fees/costs – such as fuel surcharges - MUST be included in the per ton cost of service price.

• Provide loading and transportation services as part of community clean-up programs in each participating county if requested. This service may include spotting trailers or other collection equipment at various locations within a short time period.

• Provide a comparable replacement roll-off container, cage, or trailer at the time that a load of tires is picked up (if necessary).

• The Contractor shall be required to establish a staffed office. The office shall be in service during the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday. There shall be recording equipment and/or answering service to receive calls during non-business hours.

• Contractor will respond to calls within five business days to make arrangements for tire pick-up agreed to by both parties. If contractor does not respond within five business days or fails to keep scheduled pick-up date, a $50 per day penalty will be charged to contractor and deducted from the next invoice.

• The Contractor shall keep all necessary equipment utilized for service in sanitary and good operating condition. Said equipment shall be subject to periodic inspection by ECICOG and/or its affiliate solid waste facilities or a designee.

• The Contractor will provide a clear definition of tire types and sizes NOT included in the cost per ton proposal. The Contractor will provide prices for any tire size/type not included in the per ton proposal price.

• All tires collected become the property of the Contractor when deposited in designated area of each affiliate solid waste facility; in Contractor's containers, cages, or trailers; or direct delivered to a designated facility. Contractor is responsible for the delivery of the tires to the processing facility.

• The Contractor will provide to each affiliate solid waste facility a certified scale ticket for all loads collected and transported from locations within the county or delivered to a designated facility. Each affiliate solid waste facility has a scale.
IV. TERM OF AGREEMENT

The initial term of the contract will be eighteen (18) months (January 1, 2013 – June 30, 2014). The successful Proposer agrees that ECICOG may review and extend the contract for three (3) - one (1) year extensions (End date June 30, 2017.) Renewal will be negotiated upon terms mutually agreeable to ECICOG and its affiliate solid waste facilities and the Contractor. The right of ECICOG to extend the term as set forth above does not constitute or imply any obligation to do so.

V. PROPOSAL SUBMISSION REQUIREMENTS

A REQUIRED pre-bidders meeting will be held on October 11th at 9:00AM location to be determined. Contact Jennifer Fencl for location and directions. Only those in attendance are allowed to bid.

Responses to this Request for Proposals must be received by 4 PM on Thursday, October 25, at the ECICOG office in Cedar Rapids. Seven (7) paper/hard copies MUST be submitted. Please refrain from submitting proposals with binders, folders, or plastic covers. Double-sided pages with one staple would be appreciated. In addition, please email an electronic copy to Jennifer.fencl@ecicog.org.

Submit proposals to:
East Central Iowa Council of Governments
Attn: Jennifer Fencl, Director Environmental Services Dept.
700 16th Street NE
Suite 301
Cedar Rapids, Iowa 52402
Jennifer.fencl@ecicog.org

Proposals will be opened at a public meeting at 4:05 PM, CST, on Thursday, October 25, 2012, at the ECICOG office, 700 16th Street NE, Suite 301, Cedar Rapids, Iowa. No proposals may be withdrawn for a period of thirty (30) days following the opening of sealed proposals.

Responses must contain the following items: (encouraged to submit in this order)

- Name, address, telephone number, FAX number, and contact person with email address.

- A description of the general services and equipment of the company as well as experience with collection and transportation of solid waste/recyclables and/or tire processing.
• List of clients for whom Contractor has performed similar services. Include name, address, phone and FAX numbers, and contact person, with email address, for each client.

• A complete description of the proposed service. If applicable, provide a description of various collection options. Diagrams, pictures, or other visual tools of the collection and processing equipment proposed are encouraged.

• Identify the disposition, end markets, and management facilities for the materials recovered from the waste tires. Include a description of the waste by-product, generated when the tires are processed, that must be landfilled. In other words, describe each of the materials generated after processing and where each material will go. Include the percentage of each material generated.

• A complete description of the Proposer’s requirements for the handling and preparation of the tires by ECICOG solid waste affiliate facilities. Solid waste affiliate facilities desire timely tire collection service with minimal handling.

• Proof of waste tire hauler registration permit within Iowa.

• Proof that Contractor is a permitted waste tire processor in Iowa, or evidence of equivalent permit if based out-of-state. Provide the name of the appropriate state agency and department and/or individual responsible for the monitoring of any such permits or licenses.

• Proof of comprehensive general liability insurance in the amount of $1 million covering worker’s compensation insurance and employer’s liability insurance, automobile insurance liability, and property damage insurance.

• Certificates of Insurance must be provided to the affiliate waste facilities by the contractor for themselves and any subcontractors the contractor may utilize. Include the name of insurer and insurer’s financial strength rating. For example, “Rated A+ by A.M Best Co.” or “Rated AAA by Standard and Poor’s.”

• Appropriate documentation indicating ability to obtain a performance bond or letter of credit in the amount of $90,000 to ensure prompt service according to the terms of the Agreement. Posting of this bond/letter of credit will be required at the time of contract execution.

• Complete cost proposal (Attachment 1) including a description of tires requiring a separate fee.
VI. SELECTION PROCESS

A. QUESTIONS
Questions regarding this RFP can be directed to:

Jennifer Fencl
East Central Iowa Council of Governments
700 16th Street NE
Suite 301
Cedar Rapids, Iowa 52402
FAX: 319/365-9981
Email: jennifer.fencl@ecicog.org

All questions and responses must be made in writing and will be distributed by ECICOG to those firms on the Request for Proposal mailing list as an addendum to the RFP.

B. SELECTION CRITERIA
Selection of a Contractor(s) for contract negotiations will be based upon:

- Clarity and completeness of Proposals (10 percent).

- Qualifications and experience of the firms in similar activities. Proposals in which more than 50 percent of the work is subcontracted will receive a lower priority (10 percent).

- Ability to provide services within the identified time schedule (15 percent).

- Suitability of equipment and personnel to meet the service, storage, collection, and/or processing needs (20 percent).

- Ability of the processor to prepare the processed tires for a market meeting the State of Iowa Solid Waste Management Hierarchy—Reduction, Recycling, Energy Recovery, and Landfilling (20 percent).

- The price proposals (25 percent).

ECICOG anticipates selection will occur and negotiations will be complete by Thursday, November 8, 2012. All firms will be notified in writing regarding results of the selection process after the ECICOG board of directors November meeting, date TBD, but no later than November 29, 2012.

ECICOG reserves the right to reject any and all proposals or to waive any irregularities in any proposal if judged to be in the best interest of the ECICOG’s affiliate solid waste facilities.
The evaluation process is designed to select a Proposer to negotiate a contract for the loading, transport, and processing of tires and for the processing of tires which have been direct delivered to the designated processing facility. The selected Contractor will have submitted the proposal that is in the best interest of the project and ECICOG’s affiliate solid waste facilities. 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 ECICOG.

Each proposal will be reviewed and evaluated by ECICOG staff and the Solid Waste Technical Advisory Committee and graded relative to other proposals on the basis of the evaluation criteria previously presented. Proposers may be contacted during this process to clarify items in their proposals. The evaluators will weigh the six major evaluation criteria on the basis of the needs of the project and in the best interest of ECICOG’s affiliate solid waste facilities.

Terms and conditions of a contract must be mutually agreed upon following evaluation, site visit, and selection. Failure of the parties to reach agreement may result in no award to the selected proposer. For informational purposes the White Goods Recycling and Disposal Agreement is attached.

C. TIME SCHEDULE
ECICOG expects the following time schedule to be in effect in the selection of a Contractor:

<table>
<thead>
<tr>
<th>Activity</th>
<th>(Proposed) Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue request for proposals</td>
<td>September 14, 2012</td>
</tr>
<tr>
<td>Required pre-bidders meeting</td>
<td>October 11, 2012 at 9AM</td>
</tr>
<tr>
<td>Proposal due date and opening</td>
<td>October 25, 2012</td>
</tr>
<tr>
<td></td>
<td>4PM due, opening 4:05PM</td>
</tr>
<tr>
<td>Selection of preferred contractor</td>
<td>October 29th - November 7th 2012</td>
</tr>
<tr>
<td>Visit preferred contractor’s facility</td>
<td></td>
</tr>
<tr>
<td>TAC review</td>
<td>October 29th – November 7th 2012</td>
</tr>
<tr>
<td>TAC decision</td>
<td>November 8, 2012</td>
</tr>
<tr>
<td>Confirmation of preferred contractor by</td>
<td>ECICOG board meeting, date TBD</td>
</tr>
<tr>
<td>ECICOG board of directors</td>
<td></td>
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</tbody>
</table>
ATTACHMENT 1
PROPOSED COSTS

The undersigned proposes to furnish tire collection, transportation, and processing services for tires for the following cost:

**Live Loading, Transportation, and Processing Services**

Cost per ton — as part of a regular route — for live loading, transporting, and processing tires*, on or off rims, to usable product. Please note Contractor will retain any revenue realized from scrapped rims.

$________________: minimum of 200 PTE’s

Please describe collection equipment ________________________________

____________________________________________________________________________

**Processing Services Only**

Cost per ton for processing tires, on or off rims, which have been direct delivered to the designated facility, into a usable product. Affiliate landfills will provide a minimum three-day business day notice to Contractor. Contractor will unload direct delivered tires. Contractor will retain any revenue realized from scrapped rims.

$________________

*The proposed cost per ton is assumed to include ALL tire types and sizes unless specified by the Contractor. Clearly define tires requiring a separate fee under the Additional Services section below.

**Additional Services** (use additional paper if necessary)

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Cost</th>
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<tr>
<td></td>
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<td></td>
<td>$</td>
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<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Contractor Company Name: __________________________________________________________

Authorized Representative Name & Title: ____________________________________________

Signature: ____________________________ Date: __________________________
EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS
WASTE TIRE MANAGEMENT PROGRAM
AGREEMENT

THIS AGREEMENT is made and entered into this first day of January, 2013, by and between the EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (the “Agency”) and Insert awardee (the “Contractor”).

WHEREAS, the Agency is coordinating a waste tire recycling program for its affiliate landfills/transfer station in Benton, Iowa, Johnson, Jones, Linn, and Tama counties in Iowa; and

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

WHEREAS, the Contractor 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. Agreement. This Agreement and the Request for Proposal for Waste Tire Collection, Transportation, and Processing Services dated September 14, 2012, (“RFP”) and Insert Awardee proposal submitted in response thereto (“Proposal”), incorporated herein by reference, shall comprise the Agreement by and between Contractor and Agency. The Agreement contains the entire agreement of the parties and no amendment or modification of the Agreement shall be valid or effective unless in writing and signed by the parties thereto. Provided, if there is a conflict between the provisions of the Agreement and the other documents comprising the Agreement, the provisions of this Agreement shall control.

2. Retention. The Agency retains the Contractor to provide the services hereinafter set forth and the Contractor agrees to perform such services for the fees, and in accordance with all other terms and conditions, hereinafter set forth.

3. General Duties of Contractor. The Contractor shall provide the following services.

A. Tire Loading. The Contractor shall load/pick-up tires deposited at designated drop off sites. The Contractor agrees to load/pick-up tires at other locations designated by the Agency and its affiliate landfills/transfer station from time-to-time. Additionally, the Contractor shall accept for processing
tires delivered directly to the designated processing facility located at 
**Insert awardee address.**

B. **Transportation.** The Contractor shall transport all tires it loads/picks-up from the drop off sites (or the other locations designated by the Agency and/or its affiliate landfills from time-to-time) to its facility located at **Insert awardee address.**

C. **Processing.** The Contractor shall process the tires in the following way: shredded for use in civil engineering projects, as tire derived fuel, or crumb rubber markets. The Contractor shall maintain all equipment used to process the tires collected or delivered to its facility in safe, sanitary and good working order.

D. **Community Collection Events.** The Contractor shall work with the affiliated landfills/transfer station to provide collection services for occasional waste tire community collection events. This may include providing empty trailers to be loaded by local volunteers.

E. **Regional Coordination.** The Contractor shall make an effort to coordinate waste tire collection from the Agency’s affiliated landfills/transfer station to maximize transportation efficiencies as well as limit the accumulation of waste tires to approximately 500 passenger equivalent tires at affiliated landfills/transfer station.

F. **Record Keeping.** The Contractor shall keep complete and accurate records showing the total weight of all tires collected or delivered for processing from each affiliate landfill/transfer station. The Contractor will provide to each affiliate landfill/transfer station a certified scale ticket for all loads collected and transported from locations within the county; or delivered directly to the designated processing facility.

G. **Rims.** The Contractor shall accept waste tires which are still on rims and remove tires from rims as well as removing any lead weights attached to the rims. Contractor will retain any revenues realized from scrapped rims.

H. **Response Time.** The Contractor shall respond to tire collection requests from the Agency’s affiliated landfills/transfer station within five (5) business days unless the Contractor and the Agency’s affiliated landfills/transfer station agree upon other arrangements. If the Contractor does not respond within five days and does not make special arrangements with the affiliated landfill(s)/transfer station, the landfill(s)/transfer station will charge a $50 per day penalty.
I. **Other.** The Contractor shall perform such other duties as are hereinafter set forth.

4. **Agency Duties.** The Agency’s affiliate landfills/transfer station shall:

   A. Determine the locations at which tires will be deposited for regular collection by the Contractor and provide the Contractor with a list of such locations.

   B. Ensure a minimum of approximately 200 passenger tire equivalents before requesting collection service.

   C. Screen all depositors of tires to insure that no tires are deposited by tire dealers, distributors or manufacturers, waste tire collection sites, waste tire haulers or any other person who collects, stores, processes, or recycles waste tires for profit.

5. **Fee.** For all services satisfactorily provided by the Contractor pursuant to the terms of this Agreement, affiliate landfills/transfer station shall pay the Contractor in accordance with the letter sent by **Insert name of awardee, date of letter** attached hereto and incorporated herein by this reference. The cost for loading, transporting and processing services is $? per ton and the cost for processing services only is $? per ton. An additional $? per ton may be added for certain OTR (off the road) tires larger than 20.5 inches. Contractor shall invoice each affiliate landfill/transfer station for the services provided to that facility. The invoiced weights must be derived from weigh tickets obtained from the invoiced landfill/transfer station. Contractor shall retain any revenues realized from scrapped rims or lead weights. The affiliate landfills shall pay the Contractor fees due hereunder within thirty (30) days of receipt of invoice.

6. **Waste Tires.** For the purposes of this Agreement, the term “waste tires” or “tires” includes all types and sizes of tires including, but not limited to, passenger, truck and tractor tires. Tires excluded from this Agreement shall be listed by the Contractor in “Additional Cost Services.”

7. **No Landfilling.** All tires collected for processing by the Contractor shall be processed in accordance with the provisions of paragraph 3C above. In the event the Contractor shall change its plans with respect to marketing the processed material, it shall advise the Agency in writing in advance. Under no circumstances shall the Contractor dispose of any tires collected hereunder (except non-processable tires — e.g. OTR’s, large aircraft, or solid tires — or by-products derived from the processing or shredding of tires) in a landfill. The Contractor’s failure to maintain end user markets for the processed material shall be a breach of this Agreement.
8. **Compliance.** The Contractor shall, before commencing services under this Agreement, register with, and obtain a waste tire hauler registration certificate from the Iowa Secretary of State. The Contractor shall provide evidence of permits or licenses for waste tire collection, processing, or recycling services in the state of Iowa. The Contractor shall provide the name of the appropriate state agency and the department and/or individual responsible for the monitoring of any such permits or licenses that are provided.

At all times the Contractor shall comply with the provisions of the waste tire permits and licenses that have been provided to ECICOG affiliate landfills. The Contractor shall also comply with all other federal, state, and local laws and regulations, which may pertain to the duties to be performed within this Contract.

9. **Office Hours.** The Contractor shall maintain a staffed office for accepting calls and for accepting tires delivered to its facility, which shall be in service during the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The Contractor shall employ recording equipment and/or answering service to receive calls during non-business hours. Contractor will respond to calls within two business days.

10. **Inspection.** The Agency and its affiliates shall have the right at all reasonable times to inspect, and to make and keep copies of all records maintained by the Contractor required to be maintained under this Agreement and, likewise, to inspect the facilities and equipment used by the Contractor to carry out its obligations hereunder.

11. **Property.** All tires collected under this program shall become the property of the Contractor when deposited in Contractor’s containers, trailers, or designated location for direct delivery of tires.

12. **Term.** Subject to the terms of paragraph 21, the term of this Agreement shall commence January 1, 2013 and shall terminate June 30, 2014.

13. **Insurance Bond:**

   A. **Liability Insurance.** The Contractor shall keep all trucks and motor vehicles used in the performance of the Agreement insured with a minimum public liability insurance of $1,000,000 for any person; $1,000,000 for any one accident; and $1,000,000 for property damage. The Contractor shall also maintain a policy of general liability insurance in an amount of $1,000,000.00. Certificates of Insurance shall be provided to the Agency by the Contractor.
(1) The policy shall fully provide insurance to cover all of the Contractor’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 to the Contractor’s facility.

(2) Approval of the insurance by the Agency shall not, in any way, relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the Agency and its affiliates do not, in any way, represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor’s interest or liabilities.

(3) The Agency, each individual affiliate landfill/transfer station of the Agency, and the employees of each affiliate shall be named as additional insureds 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 thirty (30) days written notice to the Agency and the individual affiliate landfill/transfer station of the Agency.

B. **Workers’ Compensation Insurance.** The Contractor 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 the Agency and its affiliates free and harmless from all liability to any employee of the Contractor or its agents, who may be insured while performing work or labor necessary to carry out the provisions of this Agreement. The Contractor shall supply to the Agency memorandum policies.

14. **Performance of Contract.** The Contractor shall supply all labor, materials and equipment necessary to carry out this Agreement except as otherwise expressly provided elsewhere in this Agreement. The Contractor 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.

15. **Force Majeure.** Each party hereto shall be excused for delay in or non-performance of this Agreement due to events such as, but not limited to, extreme weather conditions, fire, flood, and other acts of God, as well as actions of governmental authority including changes in state regulations pertaining to tire disposal or other contingencies, so long as they prevent performance and are beyond the control of such party despite reasonable diligence. In such event, the non-performing party agrees to use commercially reasonable efforts to remedy the cause of non-performance to the extent that it can. In the event that either is
unable to perform by reason of force majeure, then such party shall give notice as soon as possible to the other of the particulars of such force majeure event, and an estimate of when the performance hereunder shall resume, if at all. Failure to provide this notice shall preclude such party from being excused performance under this section.

16. **Indemnification.** The Contractor further agrees to take all precautions to protect the public against injury and to save the Agency and each individual affiliate landfill of the Agency and the employees of each affiliate landfill 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 action or non-action of the Contractor or its agents or employees while engaged in the performance of this Agreement, and will hold harmless and indemnify the Agency, and the individual affiliate landfills/transfer station of the Agency 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 Contractor in any respect to fully perform all obligations of this Agreement.

17. **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.

18. **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 Contractor:**  **Insert awardee name and address.**

   **If to Agency:**  
   Executive Director  
   East Central Iowa Council of Governments  
   700 16th Street NE  
   Suite 301  
   Cedar Rapids, Iowa  52402

19. **Successors and Assigns.** The Contractor binds itself jointly and severally, its successors, executors, administrators and assigns to the Agency in respect to all covenants of this Agreement, except that the Contractor shall not assign or transfer any part of its interest in this Agreement or sublet as a whole nor shall the Contractor assign any monies due, or to become due, without the Agency’s written consent.
20. **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.

21. **Termination.** This Agreement may be terminated under the following conditions:

   A. This Agreement shall terminate automatically as of midnight, June 30, 2014.

   B. The Agency shall have the right to terminate the Agreement in the event of fraud, misrepresentation, or breach of the terms of the Agreement by the Contractor, or in the event that the Contractor becomes insolvent, is dissolved, or is named as a party in a proceeding under any bankruptcy or insolvency laws.

   C. The Agency shall have the right to terminate the Agreement if the Contractor does not have all the insurance coverages in full force during the term of the Agreement.

Except as otherwise provided in this Agreement, the termination of this Agreement by the Agency shall be effective immediately upon written notice to the Contractor.

The required Performance Bond in the amount of 100% of the annual estimated contract value of $90,000 shall be posted at the time of contract execution and held by the Agency through the contract period. In the event the Contractor fails to perform the terms of this Agreement the Agency shall have the right to make claim on the Performance Bond.

22. **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.

**AGENCY:**

EAST CENTRAL IOWA

By ___________ DATE
Douglas D. Elliott Executive Director

**CONTRACTOR:** Insert awardee

COUNCIL OF GOVERNMENTS

By ___________ DATE CEO