

CONTRACT AGREEMENT
By and Between
CUYAHOGA COUNTY SOLID WASTE DISTRICT
and
LIBERTY TIRE SERVICES OF OHIO, LLC

THIS AGREEMENT is entered into by and between the Cuyahoga County Solid Waste Management District (“the District”), acting by and through the Board of Directors of the Cuyahoga County Solid Waste District (the “Board”) and Liberty Tire Services of Ohio, LLC (hereinafter, “the Contractor”), an Ohio limited liability corporation with offices located at 14864 Lincoln Street SE, Minerva, OH 44657 hereinafter collectively, “the Parties” for Scrap Tire Collection and Recycling Services.

WHEREAS, the District has, pursuant to Sections 3734.54 and 3734.55 of the Ohio Revised Code, prepared, adopted, and received approval from the Director of Environmental Protection for a solid waste management plan, to provide adequate solid waste recycling and disposal capacity and environmentally-safe solid waste management and recycling services to households, businesses, and communities within the geographic boundaries of the District; and

WHEREAS, the District conducts an annual Scrap Tire Round-Up to assist Cuyahoga County communities with the recycling of scrap tires collected from residents; and,

WHEREAS, the District issued an Invitation to Bid for Scrap Tire Collection and Recycling Services the “Bid”); and

WHEREAS, the District made its award to Liberty Tire Services of Ohio, LLC based on the bidder’s lowest and best response to the Bid; and,

WHEREAS, The Contractor has the necessary personnel, experience and equipment to provide the scrap tire collection and recycling services requested by the District.

NOW, THEREFORE in consideration of the mutual promises and obligations contained herein, the Contractor and the District agree by and between themselves as follows.

ARTICLE I: TERM

This Agreement shall commence on October 1, 2011 and shall terminate on December 31, 2013.

ARTICLE II: DESCRIPTION OF SERVICES

During the term of this Agreement, the Contractor shall organize and perform the services set forth below and also set forth in the Invitation to Bid for Scrap Tire Collection and Recycling services and the Contractor’s Proposal which are hereby made a part of this Agreement by reference.

1. Scrap Tire Collection

- a.** The Contractor will provide all vehicles, containers, and drivers needed to collect scrap tires from District-designated municipal facilities and dump site locations.
- b.** The Contractor will accept scrap tires that are still on rims.

- c. The Contractor will remove the tires according to a schedule and route established by the District in conjunction with the Contractor.
 - d. The Contractor will perform the scrap tire collection services between 9:00 a.m. and 3:00 p.m., Monday through Friday during the month of October until all work is completed and in each subsequent contract year when the District conducts its annual *Scrap Tire Round-Up*.
 - e. The District will provide labor to load the tires into the Contractor's collection vehicle.
2. **Transportation and Recycling**
The Contractor will transport the scrap tires to a recycling facility and provide for the final recycling of all scrap tires collected through this program. All scrap tire transporters, scrap tire storage facilities and scrap tire recycling facilities utilized in the performance of the services identified in this Invitation to Bid must possess and be in compliance with all applicable permits, registrations, licenses, etc., including but not limited to Ohio Administrative Code Chapter 3745-27. All tires must be properly manifested when transported.
3. **Record Keeping Requirements**
The Contractor will document the total number of tires collected from each collection location and the total tonnage of tires delivered to the recycling facility. These records will be provided to the District within thirty (30) days following the end of the collection program.

ARTICLE III: FINANCIAL AGREEMENT

1. During the term of this Agreement, the District will pay the Contractor for Scrap Tire Collection and Recycling Services according to the price schedule indicated below:
 - a. \$83.00 per ton in Contract Year 1 (10/1/11 – 12/31/11) but not to exceed \$24,900.
 - b. \$86.32 per ton in Contract Year 2 (1/1/12 – 12/31/12) but not to exceed \$25,896.
 - c. \$89.77 per ton in Contract Year 3 (1/1/13 – 12/31/13) but not to exceed \$26,931.

The total amount paid to the Contractor during the term of this Agreement shall not exceed \$77,727.

2. Within thirty (30) days following the completion of scrap tire collection and recycling services, the Contractor will submit to the District an invoice for payment. The invoice shall contain:
 - a. the name of the Contractor;
 - b. the invoice date;
 - c. total tons of Scrap Tires collected and recycled;
 - d. total number of Scrap Tires collected and recycled;
 - e. weight slips from a certified scale verifying the tonnage of tires recycled and;
 - f. the total amount due the Contractor.
3. The District shall make payment to the Contractor within sixty (60) days of receipt of a properly completed invoice.

ARTICLE IV: PERFORMANCE BOND

The Contractor shall, at its own expense, furnish a performance bond in the amount of \$25,000, the condition of which shall be the full and complete execution and performance of each and all terms contained in this Agreement. The performance bond must be submitted to the District Contact before contract services begin.

ARTICLE V: WORKER'S COMPENSATION CERTIFICATE

The Contractor shall provide to the District a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance in lieu thereof. This document shall be current for the entire period of the contract. This Certificate shall be submitted to the District Contact before contract services begin.

ARTICLE VI: CERTIFICATE OF INSURANCE

1. The Contractor shall have in effect, during the term of this Agreement, comprehensive auto and general liability insurance wherein the Cuyahoga County Solid Waste District and its employees are named as co-insured or additional insured. This insurance shall protect the Contractor, Cuyahoga County Solid Waste District and its employees against all claims for damage for personal injury including accidental death, and property damages which may arise under the contractual agreement whether such operations be by the contractor, any subcontractor or anyone directly or indirectly employed by either of them.
2. An exact copy of such insurance policy or policies shall be made available to the District for review upon request. A Certificate of Insurance with the following minimum levels of such insurance shall be submitted to the District Contact before the contract services begin.
 - a. Bodily Injury Liability:
\$500,000 per person, \$1,000,000 per accident
 - b. Property Damage Liability:
\$100,000 per accident, \$200,000 per aggregate
 - c. Comprehensive Automobile Liability:
\$500,000 per person, \$1,000,000 per accident

ARTICLE VII: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the District from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties for from any act of the Contractor, his servants or agents his or agents.

ARTICLE VIII. TERMINATION OR SUSPENSION OF PERFORMANCE

1. Except in the case of delay or failure resulting from a Force Majeure event (as defined below), and without fault or negligence, either Party shall be entitled, upon five (5) days prior written notice, to cancel this Agreement in its entirety, for breach of any of the terms, and to have all other rights against the other Party by reason of such breach as provided by law. A Breach shall mean, but shall not be restricted to, any one or more of the following events:
 - a. Failure to make payments on properly presented invoices according to the terms set forth in **Article II – Financial Agreement**.
 - b. Breach of any warranty, or failure to perform or comply with any term of this Agreement;
 - c. Insolvency or any other unsound financial condition so as to endanger performance hereunder;
 - d. Failure to provide services as described in **Article I - Scope of Services**.
2. A Force- Majeure shall mean such circumstances and events as are beyond the reasonable control of a Party, including, but not limited to: acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; unforeseeable or unpreventable lack of adequate fuel, power, raw materials, labor or transportation facilities; unforeseeable changes in governmental laws,

regulations, requirements, orders or actions; unforeseeable or unpreventable breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; or unforeseeable or unpreventable labor trouble, strike, lockout or injunction. During a Force Majeure event, the performance of any obligation or service due under this Agreement may be suspended, provided that notice is provided by the Party claiming Force Majeure to the other Party as soon as practicable. Such notice shall include a description of the circumstances justifying suspension of performance, the anticipated duration of suspension, and the steps being taken to resume performance under this Agreement as soon as practicable. All reasonable efforts shall be made to minimize the duration of any suspension of performance (provided that neither party shall be required to settle or prevent a labor dispute or legal action against its own best judgment).

3. Either Party may terminate this Agreement in whole or in part, at any time, by mutual agreement.

ARTICLE IX: CONTRACT CHANGES, BREACHES

1. No term or provision of this Agreement shall be deemed waived and no Breach excused unless the waiver or consent is in writing and signed by both Parties to this Agreement. Either Party may at its discretion, in event of a Breach, notify the other Party of the Breach and allow it a time specified to correct the Breach.

ARTICLE X: COMMUNICATIONS AND NOTICES

1. The District shall communicate directly with the Project Manager and at his/her direction, shall consult with the personnel of the Contractor or other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
2. The Contractor shall communicate directly with the Executive Director, and at her direction, with the personnel of the District and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof. Any notices, bills, invoices, or reports required by this Agreement shall be in writing and sent by the District and the Contractor in the United States mail, postage paid, to the address below:

As to the Contractor:

Liberty Tire Services of Ohio, LLC
Attention, Bryan Jones
14864 Lincoln Street SE
Minerva, OH 44657

As to the District:

Cuyahoga County Solid Waste District
Attention: Diane Bickett
4750 East 131 Street
Garfield Heights, OH 44105

3. Either Party may change the names and addresses specified in this Article by written notice to the other Party, and without such change constituting a modification of this Agreement.

ARTICLE XI: ELECTRIC SIGNATURE POLICY

1. By entering into this Agreement, the Contractor, on behalf of its officers, employees, subcontractors, sub-grantees, agents, or assigns, agrees to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Contractor also agrees, on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic signatures, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the District and the Contractor acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CUYAHOGA COUNTY SOLID WASTE DISTRICT

Chair, Cuyahoga County Solid Waste District

Date

LIBERTY TIRE SERVICES OF OHIO, LLC

Bryan Jones, General Manager
Name, Title

Date

8/23/11