

Grants & Contracts - Transmittal Memo

DATE: April 29, 2019

FROM: Purchasing Division, Contracts

TO: Patrick Irby

CONTRACT #: 11258

VENDOR: Global Tire Recycling, Inc.

DESCRIPTION: #11258 Global Tire Recycling, Inc. Agreement for Contractual Services to furnish annual processing of waste tires
BID 19-72

APPROVED BY: Board of County Commissioners

APPROVAL DATE: April 23, 2019

RECEIVED ON: April 29, 2019

TERM START: April 23, 2019

TERM END: September 30, 2019

AMOUNT: \$90,000.00

RFP/BID #: 19-72

GMW: Yes

POR #
(ENCUMBERANCE): N/A

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND
GLOBAL TIRE RECYCLING INC.**

This Agreement is entered into this 23rd day of April, 2019 between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County," and **Global Tire Recycling, Inc.** doing business at **1201 Industrial Drive Wildwood FL 34785** hereinafter referred to as "Contractor" Collectively, the County and the Contractor shall be referred to herein as the "Parties".

WITNESSETH

WHEREAS, the County issued Bid #19-72 seeking firm fixed prices from Contractors to furnish Annual Processing of Waste Tires in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid #19-72, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the Work described in Bid #19-72 and the Contractor desires to provide such Work to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term**. This Agreement is effective upon execution by both Parties (the "Effective Date") and shall continue through September 30, 2019 (the "Initial Term"), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year period at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "1"** (hereinafter, the "Work").
3. **Representations and Warranties**. By executing this Agreement, the Contractor makes the following express representations and warranties:

- 3.1. The Contractor is qualified to perform the Work described.
- 3.2. The Contractor warrants all the Work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of BID #19-72 and this Agreement.
- 3.3. The Contractor acknowledges and agrees that the County's review or inspection of the Work performed by Contractor shall in no way diminish the Contractor obligations to perform the Work in full compliance with the requirements of this Agreement nor shall it diminish Contractor's warranty pertaining to the Work.

4. **Method of Payment.** For all Work actually, timely and faithfully performed, the Contractor will be paid as follows:

- 4.1. The Contractor shall be paid in accordance with the Fee Schedule provided in **Exhibit "2"**.
- 4.2. The Contractor shall be paid a sum that SHALL NOT EXCEED \$90,000.00 during the Initial Term of the Agreement ("Annual Contract Price"), unless approved by the Board of County Commissioners.
- 4.3. As a condition precedent to being owed any payment under this Agreement, the Contractor shall submit monthly, an invoice to the County, requesting payment for Work properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity all Work performed, the date thereof, the time expended if such Work was rendered pursuant to an hourly rate and the person(s) performing such Work. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all Work provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Work, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Solid Waste and Resource Recovery
Accounts Payable
5620 NW 120 lane
Gainesville, FL 32653

- 4.4. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and all payments shall be remitted to:

Global Tire Recycling

1201 Industrial Dr.
Wildwood, FL 34785

4.5. Except as authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

5. **Alachua County Minimum Wage:** The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement. The County may amend the applicable Minimum Wage on or before October 1st of each year.

5.1. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").

5.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.

5.3. The Contractor must provide certification, **Exhibit "3"**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement.

5.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered Work aware of the requirements.

5.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Contractor and subcontractor.

6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit "4."**

7. **Authorization for Work.**

7.1. Based on the volume of tire requiring disposal the Solid Waste Director, or the Director's specified designee, is authorized to coordinate with the Contractor to schedule the required

Work. Work initiated by the County shall not exceed the Annual Contract Price set forth in Paragraph 4.2 of this Agreement. It shall be the Contractor's duty and responsibility to track the total, cumulative dollar amount of all Work Orders and Change Orders each fiscal year. In the event that the County requests or otherwise initiates pick-ups that collectively, or individually, exceed the Annual Contract Price set forth in Paragraph 4.2, said Work that would cause the Annual Contract Price to be exceeded shall automatically be deemed void and unenforceable, and the Contractor shall immediately notify the County and the Contractor shall not commence said pick-up without further authorization from the Board of County Commissioners.

7.2. The County makes no covenant, guarantee, representation or promise to the Contractor regarding the amount of Work or the number of tons, if any, of tires that the Contractor shall receive from the County under this Agreement, or that the Contractor will perform any Work for the County during the Initial Term or subsequent renewal Terms of this Agreement. The County reserves the right to contract with other parties for the Work contemplated by this Agreement when it is determined, by the County, to be in its best interest to do so.

8. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Solid Waste Director
Solid Waste and Resource Recovery
5620 NW120Lane
Gainesville, FL, ZIP32653

Contractor:

Global Tire Recycling
1201 Industrial Drive
Wildwood Fl,34785
ATTN: Mark Bailly

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq	Procurement Division
Clerk of the Court	12 SE 1 st Street
12 SE 1 st Street	Gainesville, Florida 32601
Gainesville, FL 32602	Attn: Contracts/Grants
ATTN: Finance and Accounting	

9. Default and Termination.

- 9.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Solid Waste Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.
- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

10. Project Records.

11.1 General Provisions:

11.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(1), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

11.1.2 In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule

established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

11.1.3 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

11.2 Confidential Information:

11.2.1 During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information."

11.2.1 The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

11.3 Project Completion: Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Work. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties

custodian of public records, in a format that is compatible with the information technology systems of the County.

11.4 Compliance: A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE, ALLEN BETZ, AT EMAIL abetz@alachuacounty.us, PHONE (352) 334-0172, OR MAIL AT 5620 NW 120TH LANE, GAINESVILLE, FL 32653

12 Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "5."** A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "5-A."**

13 Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required to perform the Work.

14. Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Work. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

15. Indemnification.

15.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

15.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

15.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

15.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts

15.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

15. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or Work purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.

Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

18. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

19. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

21. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be

considered a waiver of such right.

23. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.

24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments.** The Parties may amend this Agreement only by mutual written Agreement of the Parties.

26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.

28. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

29. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral Agreements, understandings, or representations.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Charles Chestnut
Charles Chestnut, IV, Chair
Board of County Commissioners
Date: April 25, 2019

ATTEST:

J.K. Irby
J.K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

(SEAL)

ATTEST

By: [Signature]
Print: Robert L. Borch
Title: Chief Financial Officer

CONTRACTOR

By: Mark S. Bailey
Print: Mark S. Bailey
Title: President
Date: 1/21/19

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 1: SCOPE OF WORK

1.0 CONTRACTOR'S RESPONSIBILITY AND DUTIES FOR REMOVAL AND RECYCLING OF WASTE TIRES

- 1.1 The Contractor will provide all equipment, vehicles, personnel, power sources, maintenance and any other required logistic support to accomplish the removal of waste tires on an on call basis for the Term of the Agreement.
- 1.2 Contractor will be responsible for paying a non-performance penalty of \$100/day for each business day beyond the agreed-upon pickup date the County is required to wait for Work.
- 1.3 The Contractor will invoice the County monthly for completion of Work performed.
- 1.4 The Contractor shall be responsible and answerable for damages for any and all loss, damage, or injury, together with costs and expenses incidental thereto, including attorney's fees, arising out of, or due to, the negligence of the Contractor, his agents or employees, in the performance of the Work.
- 1.5 The Contractor shall provide the County with a detailed list of the disposition of all waste tires removed from the Environmental Park or any other Solid Waste Management Facility as deemed appropriate by the Alachua County Solid Waste and Resource Recovery Department. This information shall be provided on a quarterly basis with each report due by the end of the month closing each quarter.
- 1.6 As an option, the Contractor may provide County with an 80-100 cubic yard open-top trailer suitable for collection and storage of tires at the Environmental Park. The Contractor will deliver an empty trailer and collect the full trailer.
- 1.7 The Contractor shall remove all waste tires accumulated in the course of twice-annual tire collection events sponsored by the County, requiring an additional 2-4 tire loads per event. County will provide 2 weeks' advance notice of event dates.

2.0 CONTRACTOR'S RESPONSIBILITY AND DUTIES FOR ACCEPTING AND RECYCLING OF WASTE TIRES

- 2.1 Contractor shall accept and recycle waste tires, to include; passenger car and pickup tires with or without rims, commercial truck tires, tractor tires, and off road heavy equipment tires delivered by Alachua County in accordance with the Florida Department of Regulation Waste Tire Rule 62-711.
- 2.2 Contractor will be responsible for paying a non-performance penalty of \$100/day for each business day beyond the requested date the County must wait to deliver tires to the Contractor.
- 2.3 The Contractor will invoice the County monthly for completion of Work performed.
- 2.4 The Contractor shall provide the County with a detailed list of the disposition of all waste tires removed from the Environmental Park or any other Solid Waste Management Facility as deemed appropriate by the Alachua County Solid Waste and Resource Recovery Department. This information shall be provided on a quarterly basis with each report due by the end of the month closing each quarter.

EXHIBIT 2: FEE SCHEDULE

WORK	Amount Bid Per Ton
Pick-Up and Removal of Waste Tires for Recycling from County Facility	
Passenger car and pickup tires, with or without rims, commercial truck tires without rims	\$95.00
Tractor tires and off-road heavy equipment tires	\$245.00
Trailer switch for Pick-Up and Removal of Waste Tires for Recycling from County Facility(Maintaining a trailer at the county site 24 hours-a-day / 7 days-a-week)	
Passenger car and pickup tires, with or without rims, commercial truck tires without rims	N/A
Delivered by Alachua County of Waste Tires to the Vendor's Facility or Drop-Off Point	
Passenger car and pickup tires, with or without rims, commercial truck tires	\$65.00
Tractor tires, and off-road heavy equipment tires	\$220.00

EXHIBIT 3: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing Work as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name: Global Tire Recycling
Address: 1301 Industrial Dr
City/State/Zip: Wildwood FL 34785
Phone Number: 352 330 2213
Point of Contact: Mark Bailey

Work Description: Tire Removal

ATTEST (By Corporate Officer)

By: [Signature]

Print: Robert J. Bickel

Title: CASE Financial Officer

CONTRACTOR

By: [Signature]

Print: Mark J. Bailey

Title: President

Date: 1/21/19

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 4: DUTIES OF THE COUNTY

1. COUNTY RESPONSIBILITY AND RIGHTS

- 1.1. The County agrees to provide the Contractor access to waste tire storage areas in the Environmental Park or any other Solid Waste Management Facility (Waste Facility) as deemed appropriate by the Alachua County Solid Waste and Resource Recovery Department, and maintain roads such that access to the storage site is safe and efficient.
- 1.2. The County has the right to inspect the bidder's facility at any time during normal working hours.
- 1.3. The County will provide on-site weighing of the Contractor's loaded whole tires at no cost to the Contractor.
- 1.4. County staff will load the Contractor's open top trailer at County designated sites with a front loader.

EXHIBIT 5: INSURANCE REQUIREMENTS

ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the

Agreement (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 5-A: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance of Leesburg 1317 Citizens Blvd. Leesburg FL 34748	CONTACT NAME: Diane Schlabig PHONE (A/C, No, Ext): (800)845-8437 E-MAIL ADDRESS: dianas@lassiterware.com FAX (A/C, No): (888)883-8680																					
INSURED Global Tire Recycling of Sumter County, Inc. 1201 Industrial Dr Wildwood FL 34765	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Burlington Insurance Company</td><td>23620</td></tr><tr><td>INSURER B:</td><td>Auto Owners Insurance Co.</td><td></td></tr><tr><td>INSURER C:</td><td>United Specialty Insurance Co.</td><td>12537</td></tr><tr><td>INSURER D:</td><td>American Interstate Ins. Co.</td><td>31895</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Burlington Insurance Company	23620	INSURER B:	Auto Owners Insurance Co.		INSURER C:	United Specialty Insurance Co.	12537	INSURER D:	American Interstate Ins. Co.	31895	INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: 18-19 MASTER 2

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		738BW46646	07/22/2018	07/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		4141581400	07/22/2018	07/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Transportation Expense \$ 90
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			RENEWAL OF USA4226682	07/22/2018	07/22/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL2690822018	04/26/2018	04/26/2019	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Alachua County Board of County Commissioners, its officials, employees and volunteers are an Additional Insured for General Liability on a Primary & Non-Contributory basis, with respects to work being performed by the named insured when required by written contract and Additional Insured for Auto Liability when required by written contract. Waiver of Subrogation applies on the Workers' Compensation policy if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Alachua County Board of County Commissioners 12 SE 1st Street 3rd Floor Gainesville FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Global Tire Recycling of Sumter City Inc.
(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Global Tire Recycling of Sumter City Inc., a
(insert name of company)
Florida
(insert state of incorporation) corporation (the "Corporation"), at a duly and properly
held meeting on the 13 day of March, 2019, did hereby consent to, adopt,
ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good
standing under the laws of the State of Florida and is authorized to do
business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute
and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of
the Corporation listed below are hereby authorized and empowered, acting along, to sign,
execute and deliver any and all contracts and documents on behalf of the Corporation, and to
do and take such other actions, including but not limited to the approval and execution of
contracts, purchase orders, amendments, change orders, invoices, and applications for
payment, as in his or her judgment may be necessary, appropriate or desirable, in connection
with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME

Mark J. Bailey

Mark J. Bailey

TITLE

President

Secretary

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 13 day of March, 2009, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

By: Mark J. Bailey

Mark J. Bailey
(Print Secretary's Name)

Manager's Talking Points
April 9, 2019
Consent Agenda

Agreement for Contractual Services between Alachua County and Global Tire Recycling Inc.

- Global Tire Recycling Inc. won bid #19-72 for the processing of waste tires
- Provides for the removal and recycling of waste tires which have been collected at the Leveda Brown Environmental Park
- Not to exceed \$90,000
- Waste Tire Rule 62-711.550 permits that no more than 1500 waste tires accumulate on site at any one time and that the County have an agreement in place to ensure for the removal of tires.



Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**23
April 9, 2019 BoCC Agenda**

Agenda Item #41.

Agenda Item Name:

Agreement for Contractual Services Between Alachua County and Global Tire Recycling Inc.

Presenter:

Patrick Irby

Item Description:

Agreement for Contractual Services Between Alachua County and Global Tire Recycling Inc. for removal and recycling of tires collected at the Leveda Brown Environmental Park.

Recommended Action:

Approve Agreement for Contractual Services Between Alachua County and Global Tire Recycling Inc. and authorize the Chair to sign it.

Prior Board Motions

N/A

Fiscal Consideration:

Sufficient funds exist in account 400.76.7630.534.34.00 to cover contract.

Background:

Bid #19-72, seeking fixed prices from contractors to furnish annual processing of waste tires in Alachua County, was completed With Global Tire as the top ranked contractor. The Leveda Brown Environmental Park (LBEP) is the County's FDEP permitted waste tire collection site. The LBEP accepts waste tires from residents and businesses of Alachua County. By offering this service, Alachua County ensures that there is an available disposal location for waste tires thereby limiting the amount of waste tires disposed of illegally on the roadside and in wooded areas. The Waste Tire Rule 62-711.550 permits no more than 1,500 tires on site at any given time and also requires the County to have an agreement in place to ensure the removal of tires.