

CLAY COUNTY AGREEMENT/CONTRACT NO. 2021/2022 – _____

AGREEMENT FOR WASTE TIRE DISPOSAL SERVICES

This Agreement for Waste Tire Disposal Services (“Agreement”) is made and entered into this ____ day of March, 2022 (“Effective Date”) by and between Empire Tire of Edgewater, LLC, a Florida Limited Liability Company (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued a Request for Bids, Request No. 21/22-23 (“Bid”), to solicit and engage a contractor to provide waste tire management to include the transport, recycle, and disposal of waste tires located at the Rosemary Hill Solid Waste Management Facility located at 3545 Rosemary Hill Road, Green Cove Springs, FL 32043; and

WHEREAS, the Contractor responded to the Bid with a proposal and pricing to offer the requested services and the County selected Contractor based on Contractor’s response (“Contractor’s Response”) and the County’s evaluation of the Response; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid and the Contractor’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in the Bid and under the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement supersedes any previous agreement, and any prior agreement between the parties related to these services in effect at the time that this Agreement is executed shall be cancelled and become null and void as of the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Scope of Work:

1.1. The Contractor shall furnish and deliver all material and equipment and perform all the work, labor, and supervision necessary for the transport, recycling, and disposal of waste tires located at the Rosemary Hill Solid Waste Management Facility in accordance with the Bid Scope of Work attached hereto as **Attachment A** and incorporated herein by reference. The term “Work” means the scope of work to be provided, services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under this Agreement. The County will assign Work to the Contractor during the term of this Agreement.

1.2. In providing the Work, the Contractor shall:

- A. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
- B. Comply with the provisions of the Florida Department of Environmental Regulation Waste Tire Rule 62-711.
- C. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the County.
- D. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.
- E. Not use any false, deceptive or misleading trade practices in the performance of the Work.

1.3. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Work under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Work shall comply with the terms of this Agreement. The Contractor shall ensure that all personnel assigned to perform the Work are fully qualified and capable to perform their assigned tasks. The Contractor shall be responsible for ensuring that all personnel and any subcontractors performing any Work under this Agreement have current licenses and permits required to perform the Work.

1.4. The Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

1.5. In performance of the Work, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Work. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.6. The Contractor acknowledges and agrees that the County through this Agreement guarantees no minimum, maximum, or quantity of waste tires that are to be managed by the Contractor.

2. Additional Work and Fees: If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, and fees of any additional work or services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

3. Term: The term shall begin on the Effective Date and shall remain in effect until September 30, 2023, unless otherwise terminated as provided herein. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Work. The Contractor agrees to timely perform all necessary Work in accordance with this Agreement. The Agreement may be renewed for two (2) additional one (1) year periods only upon subsequent written agreement of the parties.

4. Termination:

4.1. This Agreement may be terminated by the County upon written notice to the Contractor, for any reason with or without cause and for convenience. The County shall give twenty (20) days prior written Notice of Termination, specifying the date when the termination will become effective. In the event of any such termination, the Contractor shall be paid by the County for all Work actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Work as are specifically authorized in writing by the County.

4.2. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County.

5. Payment:

5.1. The County shall pay the Contractor for all work actually completed on a per ton basis at the rates set forth in the Contractor's Response, attached hereto as **Attachment B** and incorporated herein by reference, to transport, recycle, and/or dispose of the waste tires/material. The weight of the waste tires/material will be based on the outgoing weights on the Rosemary Hill Solid Waste Facility's state certified weigh scales. Payments are to be made by the County to the Contractor upon presentation of an Invoice submitted to the County in accordance with paragraph 6 for all Work actually, timely and satisfactorily rendered.

5.2. The rates set forth in **Attachment B** include the Work performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs and expenses associated with the Contractor's performance of the Work.

6. Payment Procedures:

6.1. As used herein, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent")

by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments for Work rendered shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days as provided in the Act in which to make payment.

6.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work done or completed at the rates set forth in **Attachment B**.

6.3. Invoices shall be signed by the Contractor and must include the following information and items:

- A. The Contractor's name, address and phone number, including payment remittance address.
- B. The Invoice number and date.
- C. Reference to the Agreement by its title and number as designated by the County and Purchase Order number, if applicable.
- D. The period of the Work covered by the Invoice.
- E. The total amount of payment requested.
- F. Supporting documentation necessary to satisfy auditing requirements, for cost and Work completion.
- G. The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested.

6.4. Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent shall notify the Contractor in writing that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

6.5. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

6.6. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Work have received their pro rata

share of previous periodic payments to the Contractor for all Work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Work or supplying any of the materials with respect to the Work their pro rata shares of the payment for all Work completed and materials supplied. The term “subcontractor”, as used herein, shall mean a person(s) or firm(s) that enters into a contract with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Work for which partial payment has been made by the County, and work done under equipment rental contracts.

6.7. The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

6.8. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

7. Taxes: In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

8. Appropriated Funds: The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

9. PUBLIC RECORDS:

9.1. The Contractor acknowledges the County’s obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- a. Keep and maintain public records required by the County to perform the Work required under the Agreement;

- b. 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 at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. 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 the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d. Upon completion of the Agreement, 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 of the Agreement, the Contractor shall 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 completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.2. The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

9.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

- a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 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 THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

10. Audit: The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records

shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records.

11. SCRUTINIZED COMPANIES CERTIFICATION: In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

12. Indemnification:

12.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

12.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Work and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

12.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

12.4. The provisions in this paragraph shall survive the termination or expiration of this Agreement.

13. Insurance: The Contractor shall maintain throughout the term of this Agreement insurance of the following types and minimum limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

Prior to commencement of the Work, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The Contractor shall provide a thirty-day prior written notice of cancellation to the County's Purchasing Department. If any required insurance coverage is canceled, terminated or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

14. Safeguards, Preservation of Property, and Failure to Restore Damaged Property:

14.1. The Contractor shall maintain a safe and secure worksite for the duration of the Work. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

14.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Work on or around such property.

14.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the Work or through fault of the Contractor, its employees or agents.

15. Waste and Hazardous Material Disposal: The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris or waste generated by the Work, including, but not limited to, any hazardous materials in accordance with federal, state, and local laws and ordinances.

16. Authority to Suspend Work: The County shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should the County be prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. Warranties and Representations: The Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. The Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. The Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement. Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

18. Independent Contractor: Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

19. No Assignment: The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

20. Subcontractors:

20.1. Subcontractors may be utilized in connection with this Agreement only with PRIOR WRITTEN CONSENT from the County, and only for reasonable cause, as judged by the County.

20.2. Any subcontractor utilized by Contractor, shall be supervised and compensated by the Contractor.

20.3. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Work of its subcontractors and of persons directly or indirectly employed by them.

20.4. The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Work giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

20.5. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

21. No Third-Party Beneficiaries: Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

22. Amendment or Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

23. Further Assurances: Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

24. Remedies: The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

25. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

26. Attorneys' Fees: In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

27. Waiver: No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

28. Severability: If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

29. Headings: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

30. Counterparts: The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

31. Entire Agreement: This Agreement represents the entire agreement between the parties for the provision of the Work. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

32. Authority: The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties

represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Empire Tire of Edgewater, LLC

By: _____

Print Name: _____

Print Title: _____

**Clay County, a political subdivision of the
State of Florida**

By: _____

Wayne Bolla
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT A

BID NO. 21/22-23, WASTE TIRE DISPOSAL SERVICES

INTRODUCTION:

Clay County ("County") is located in North Florida just south of Jacksonville and has a population base of 220,000 residents. Clay County's Waste Tire Program is administered and operated by the Department of Environmental Services under the Clay County Board of County Commissioners. The Department has one permanent waste tire collection center located at the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, FL 32043. This facility is open Monday through Saturday, 7:30 am to 5:30 pm.

SCOPE OF WORK:

Clay County is seeking a contractor to provide waste tire management services to include the transport, recycle, and disposal of waste tires located at the Rosemary Hill Solid Waste Management Facility. The contractor shall provide all equipment, materials, and labor necessary to remove waste tires accumulated at the facility and comply with the provisions of the Florida Department of Environmental Regulation Waste Tire Rule 62-711.

The contractor shall perform services to remove all regular and off-road heavy equipment waste tires with or without rims from the Clay County Solid Waste Facility. Waste tires are defined as follows:

1. Regular waste tires are any tires that are 41" tall or less and 11" wide or less.
2. Off road heavy equipment waste tires (OTR's) are any tires that are more than 41" tall and more than 11" wide.

The contractor shall provide equipment capable of handling 100 percent of all waste tires received by the County. The County will load waste tires with an excavator upon arrival of the Contractor's transport vehicle. Load time is approximately 30 minutes, and Contractor's vehicle "on-site" time should not exceed one hour. It is anticipated that the County will request service at least six times per quarter. Actual requirement for service may be more or less frequent as necessary and at the discretion of the County.

The Contractor will be paid a per ton amount for the material. The tonnage will be based on the outgoing weight on the Rosemary Hill Solid Waste Facility's State certified weigh scales.

TERM:

The resulting contract from this bid shall have an initial expiration date of September 30, 2023. The County reserves the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the contractor.

ADDITIONAL SERVICES AND FEES:

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

PERFORMANCE EVALUATION:

A work performance evaluation will be conducted periodically to ensure compliance with the contract.

ATTACHMENT B

PRICE SHEET
BID NO. 21/22-23, WASTE TIRE DISPOSAL SERVICES

Transport, Recycle, and Disposal (Contractor will transport, price based per ton) Cost per ton to transport, recycle, and dispose of all waste tires (estimated to be less than 10% rims) that will be separated into 2 categories: regular waste tires and off-road heavy equipment waste tires (OTR's).

Each load will consist of tires from only one category:

Regular Waste Tires	\$ <u>190</u> /Ton x 550 tons/year =	\$ <u>104,500</u>
Off Road Heavy Equipment Waste Tires (OTR's)	\$ <u>285</u> /Ton x 50 tons/year =	\$ <u>14,250</u>
TOTAL		\$ <u>118,750</u>

Note: Clay County does not guarantee any minimum, or maximum, quantity of waste tires that are to be transported, recycled, and disposed of; quantities shown above are for evaluation purposes only.

Basis of Bid Award

Total Price: \$ 118,750

Total written in words:

one hundred eighteen thousand seven hundred fifty dollars

COMPANY NAME: Empire Tire of Edgewater, LLC